United States Court of Appeals

for the

District of Columbia Circuit

TRANSCRIPT OF RECORD

BRIEF FOR APPELLANT

AND

JOINT APPENDIX

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

CASE NO. 21,748

368

BEATRICE R. RUDDLE

APPELLANT,

V.

LUKE C. MOORE, ET AL.

APPELLEES.

APPEAL FROM AN ORDER OF THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CIVIL ACTION NO. 2575-66

JOEL D. BLACKMON, ESQ.
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MELVIN HIRSHMAN, ESQ.
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Attorney for Appellee
Marie Perkins
1700 Pennsylvania Ave., N.W.
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QUESTION PRESENTED

The question is whether the Appellant as the last victim and depositor into a series of swindle schemes perpetrated upon the Appellant and Appellees, at different times, is entitled to recover her loss out of recovered funds before any of the Appellees, as earlier victims and depositors, receive any payments out of the recovered fund.

This Case, No. 21,748, was before this Court in Chambers on appellant's motion for a reversal of the order of the District Court, and was by order, sua sponte, held in abeyance pending argument of the merits (Page 16).

This Case was also before this Court in Chambers on joint motion of the parties to treat the pleadings as filed as the briefs of the parties, and this motion was denied (Page 15).

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

CASE NO. 21748

BEATRICE R. RUDDLE

Appellant,

V.

LUKE C. MOORE, ET AL

Appellees.

PRESENT PARTIES INVOLVED IN THIS APPEAL

BEATRICE R. RUDDLE - APPELLANT
Joel D. Blackmon, Esq.
Attorney for Appellant
910 - 17th Street, N. W.
Washington, D. C. 20006

CATHERINE ODESSA BURCH - APPELLEE
Melvin Hirshman, Esq.
Attorney for Appellee
1815 H Street, N. W.
Washington, D. C. 20006

MARIE PERKINS - APPELLEE
Irwin Mininberg, Esq.
Attorney for Appellee
1700 Pennsylvania Avenue, N. W.
Washington, D. C. 20006

DELLMA NELSON - APPELLEE
Party pro se
C/o W. D. Nelson
3417 Royal Road
Amarillo, Texas

INDEX AND TABLE OF CASES

TABLE OF CASES

* .... Cases chiefly relied upon are marked by Asterisks.

JURISDICTION

1. The United States District Court for the District of Columbia had jurisdiction of Plaintiff's Complaint for Declaratory Judgment to Establish Ownership of Eight Thousand Dollars Held in Custody by U. S. Marshal by virtue of Title 28, Section 1346, United States Code, 1958 Edition.

Plaintiff's Motion for Summary Judgment was in accordance with Rules 9 and 11 of the Local Rules of the United States District Court for the District of Columbia, and Rule 56 of the Federal Rules of Civil Procedure.

2. The jurisdiction of this Court is by virtue of the United States Code, Title 28, paragraph 1291.

Notice of Appeal filed by Appellant on February 15, 1968.

CONTENTION OF APPELLANT

1. The United States District Court for the District of Columbia in granting an equitable distribution pro rata among the parties to this action as their losses bear to the funds, now held by the Clerk, was in error in applying an abstract principle of equity which ignored the facts of this case.

2. The United States District Court for the District of Columbia was in error in not following the established rule of law applicable to the facts which provides that "In a fund in which are mingled the moneys of several defrauded claimants insufficient to satisfy them all, the first withdrawals are to be charged against the first deposits and the claimants are entitled to be paid in the inverse order in which their moneys went into the account."

STATEMENT OF CASE

The following is a verbatim statement of the undisputed facts agreed to by the parties herein at the pretrial hearing and as submitted to the United States District Court for the District of Columbia in Plaintiff's Motion for Summary Judgment:

"On April 27, 1965, Taylor and King entered pleas of guilty to informations charging them with violations of 18 U. S.C. 2314 filed in Oregon, Florida and the District of Columbia which were transferred to the Southern District of New York pursuant to Rule 20, F.R.Cr. P. All of the aforesaid criminal charges relate directly to the confidence game activities perpetrated on the female parties named herein.

"After his apprehension and return to the United States, Emery Speer King caused a suitcase containing 80 $100 bills ($8,000) to be forwarded to an address in Dallas, Texas. The money was turned over to the Federal Bureau of Investigation in Dallas, Texas.

"On November 22, 1965, the $8,000 was placed in the custody of the United States Marshal for the District of Columbia by the Federal Bureau of Investigation as evidence for possible criminal charges in this jurisdiction.

"A final disposition of all criminal charges filed in the Federal districts against Taylor and King having been obtained in the Southern District of New York, the $8,000 was no longer required by the United States for evidentiary purposes, and

under order of January 10, 1967 herein, said sum was deposited by the Marshal in the Registry of this Court.

"Ds King and Taylor swindled the following persons out of the following amounts on the following dates:

P Ruddle	$15,000	August 12, 1964
D Burch	8,000	May, 1964
D Perkins	10,000	December, 1963
D Nelson at least	800	about December, 1963
D Pancost	19,000	1962"

STATEMENT OF POINTS AND AUTHORITIES IN SUPPORT OF
APPELLANT'S APPEAL FROM ORDER GRANTING PRO RATA DISTRIBUTION

1. Clayton's Case (1816 Ch), 1 Merivale, 572.

Held: "In a fund in which were mingled the moneys of several defrauded claimants insufficient to satisfy them all, the first withdrawals were to be charged against the first deposits and the claimants were entitled to be paid in the inverse order in which their moneys went into the account."

2. Knatchbull v. Hallet L. R. 13 Ch. Div. 696 (1880).

In which the rule in Clayton's Case was upheld and supplemented. Sir George Jessel, Master of the Rolls stated, "The rule in Clayton's Case is a very convenient rule, and I have nothing to say against it unless there is evidence either of agreement to the contrary or of circumstances from which a contrary intention must be presumed, and then of course that which is a mere presumption of law gives way to those other considerations."

3. Empire, etc. v. Carroll County (1912) 194 Federal Reporter 593, 114 C.C.A. 435 (~~Eighth~~ 15th Circuit).

Held: "Where a trustee has mingled in a common fund the moneys of many separate cestuis que trustent and then made payments out of this common fund, the legal presumption is that the moneys were paid out in the order in which they were paid in, and the cestuis que trustent are equitable entitled to any allowable preference in the inverse order of the times of their respective payments into the fund."

4. In re A. Bolognesi & Co. (1918) 254 Federal Reporter 770, 166 C.C.A. 216 (Second Circuit).

Held: "The unusual feature of this case is that there are several claimant depositors who put in money at different times, which money has been traced into a fluctuating account. Among such claimants the rule (prima facie) is not a pro rata equality. As stated in Empire, etc., Co. v. Carroll County, supra, the separate 'cestuis que trustent are equitable entitled to any allowable preference in the inverse order of the times of their respective payments into the funds.' This is the rule of In re Hallett, supra, supplementing Clayton's Case, 1 Meri. 572."

5. In re Walter J. Schmidt & Co. (1923) 298 Federal Reporter 314 District Court, S. D. New York Nov. 12, 1923. Supplemental Opinion, Dec. 7, 1923.

In his original decision of November 12, 1923, Judge Learned Hand, following the theories of Professor Scott in 27 Harvard Law Review 130, Note 15, stated the rule of law that "Where a trust fund, which has been depleted, is to be distributed, and the money of several claimants whose money was first deposited must bear the loss from depletion which occurred before the second deposit was made, and the owners of those two deposits, in proportion to their then interest in the fund remaining must bear the loss from further depletion before the third deposit was made, and so on, leaving each some part of the fund finally remaining."

However, in his supplemental decision of December 7, 1923, Judge Learned Hand, held as follows: "Since filing my opinion of

November 12, 1923, counsel have called to my attention the case of In re Bolognesi & Co., 254 Fed. 770, 116 C.C.A. 216, to which I referred. The end of that case, which I regret to say I did not observe at the time, distributed the funds in accordance with the rule of Knatchbull v. Hallett, L. R. 13 Ch. Div. 696, and Empire, etc., Co. v. Carroll County, 194 Fed. 593, 114 C.C.A. 435. Of course, it constitutes authority absolutely binding upon me and I must therefore modify my directions to the referee so as to accord with the law which controls in this circuit, regardless of my own opinion on the question. The referee will therefore in dividing the trust fund follow the principle that the last depositor shall be paid in full and so on until the fund is exhausted. This is the only modification necessary."

6. Cunningham v. Brown, 265 U. S. 1, 44 S. Ct. 424 (1924).

The Supreme Court stated in its opinion as dictum the rule in Clayton's Case, although the case was reversed on the basis of an unlawful preference under paragraph 60 b of the Bankruptcy Act as amended.

SUMMARY OF ARGUMENT

1. The United States District Court for the District of Columbia was in error in its Order granting a pro rata distribution of the funds recovered by the Federal Bureau of Investigation in a series of swindles on the parties hereto, when the fund was insufficient to pay all the claimants, and the appellant claimant was the last depositor with a loss greater than the funds to be distributed.

2. The United States District Court for the District of Columbia was in error in not granting the Motion of the appellant for a Summary Judgment for the entire funds in question, since the facts were undisputed that appellant was the last depositor of the defrauded claimants, and since the funds remaining were insufficient to pay her loss.

A R G U M E N T

All of the cases cited herein are landmark opinions which adopt and support the rule in Clayton's Case which is the applicable rule of law to the facts of this case. The Supreme Court of the United States has not ruled directly on the point of law herein. However, the dictum stated by the Supreme Court in Cunningham v. Brown, 265 U. S. 1, 44 S. Ct. 424 (1924), is an indication that the decisions of the various Circuit Courts of Appeals, as stated herein, adopting this rule of law as set forth in Clayton's Case, would be approved by the Supreme Court of the United States. Consequently, this same rule of law should be accepted and established as a rule of law in this jurisdiction applicable to the facts of this case.

The undisputed facts of this case clearly show that the payments of the defrauded claimants to the fund in question resulted in a situation wherein the last depositor was legally entitled to payment before any distribution was made to any of the earlier depositors. Consequently, appellant Beatrice R. Ruddle was legally entitled to the entire Eight Thousand Dollars ($8,000) because she was the last defrauded depositor and her deposit and loss of $15,000.00 exceeded the amount of the recovered fund.

The case of Brown v. Christman, 75 U. S. Appeals D. C. 203, 126 F. 2nd. 625 (1942), relied upon by Appellees, is to be distinguished from the present case in that in Brown v. Christman all of the claimants were depositors during the same period of time so that all the misuse of or pay out of the common funds were

simultaneously applicable to all the claimants. Therefore, the pro rata distribution to these claimants was the only basis of distribution since no determination could be made as to the priority of deposits, nor was there any priority claimed by any of the depositors, and the further fact that all claimants had received checks in payment of their respective claims although payment of the checks were stopped by the bank because of the death of the trustee.

In the present case there was a series of swindles, each separate and independent, and each a one-shot deal with appellant Beatrice R. Ruddle being the last and the swindlers being arrested one week later. Therefore, the recovered money in question was the immediate fruits of the crime committed on appellant.

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,748 September Term, 1968

Civil 2575-66

Beatrice R. Ruddle,

Appellant,

v.

Luke C. Moore, et al.,

Appellees.

United States Court of Appeals
for the District of Columbia Circuit

FILED OCT 31 1968

Nathan J. Paulson
CLERK

Before: Bazelon, Chief Judge, in Chambers.

O R D E R

On consideration of the joint motion of the parties to treat the pleadings filed herein with respect to appellant's motion for reversal as the briefs of the parties, it is

ORDERED that the aforesaid motion is denied, and it is

FURTHER ORDERED that the parties may file 10 copies of their respective briefs in xerox form. Said briefs shall conform to the provisions of the Appellate Rules and the General Rules of this Court. Appellant's brief shall be filed within 20 days from the date hereof and the briefs of appellees shall be filed within 20 days following the service of appellant's brief.

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,748 September Term, 19 67

Civil 2575-66

Beatrice R. Ruddle,

Appellant,

v.

Luke C. Moore, et al.,

Appellees.

United States Court of Appeals
for the District of Columbia Circuit

FILED MAY 9 1968

Nathan J. Paulson
CLERK

Before: Bazelon, Chief Judge; McGowan and Tamm, Circuit Judges, in Chambers.

O R D E R

It is ORDERED by the Court, sua sponte, that consideration of appellant's motion for a reversal of the order of the District Court granting a cross-motion for summary judgment shall be held in abeyance pending argument of the merits of this appeal, and it is

FURTHER ORDERED by the Court, sua sponte, pursuant to Rule 4 of the General Rules of this Court as amended January 13, 1967, that the Clerk is directed to place the above-entitled case on the summary calendar.

Per Curiam.

Circuit Judge Tamm did not participate in the foregoing order.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

BEATRICE R. RUDDLE Plaintiff	)	
VS.	)	CIVIL NO. 2575-66
LUKE C. MOORE, ET AL Defendant	)	

NOTICE OF APPEAL

Notice is hereby given this 15th day of February, 1968, that plaintiff, Beatrice R. Ruddle hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 9th day of February, 1968 in favor of defendants, Marie Perkins, Catherine O. Burch and Dellma Nelson against said plaintiff, Beatrice R. Ruddle.

JOEL D. BLACKMON
Attorney for Plaintiff
910 - 17th Street, N. W.
Washington, D. C. 20006
Phone: 296-3454

The Clerk of the Court will please serve Notice of Appeal to: Irwin Mininburg, Esq., 480 Mills Building, 1700 Pennsylvania Ave., N. W., Washington, D. C. 20006, attorney for Marie Perkins; Melvin Hirshman, Esq., 504 Federal Bar Building, 1815 H Street, N. W., Washington, D. C. 20006, attorney for Catherine O. Burch; and Dellma Nelson, party pro se, c/o W. D. Nelson, 3417 Royal Road, Amarillo, Texas.

/s/
JOEL D. BLACKMON
Attorney for Plaintiff

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BEATRICE R. RUDDLE, Plaintiff,	:	
vs.	:	Civil Action No. 2575-66
LUKE C. MOORE, ET AL., Defendants.	:	

ORDER AMENDING ORDER OF FEBRUARY 9, 1968

It is by the Court this 7th day of March, 1968,

ORDERED, that the fourth paragraph of the Order heretofore entered herein on February 9, 1968, be and hereby is amended to read as follows:

> "It is ORDERED and DIRECTED that the Clerk of the Court pay to the following named persons, after the time for appeal of this action expires, or until final disposition of any appeal taken, from the Registry of the Court, the following sums."

/s/ Hart
JUDGE

/s/
Joel D. Blackmon, Esq.
Attorney for Beatrice R. Ruddle

/s/
Irwin R. Mininberg, Esq.
Attorney for Marie Perkins

/s/
Melvin Hirshman, Esq.
Attorney for Catherine O. Burch

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Beatrice R. Ruddle, Plaintiff,	)	
vs.	)	Civil Action No. 2575-66
Luke C. Moore, et al., Defendants.	)	

ORDER GRANTING SUMMARY JUDGMENT
AND DIRECTING CLERK TO MAKE DISPOSITION
OF FUNDS ON DEPOSIT WITH THE COURT

This matter came on for hearing before this Court on the 9th day of February, 1968 upon the Motion of Beatrice R. Ruddle for Summary Judgment and the Cross-Motions of Catherine O. Burch and Marie Perkins for Summary Judgment.

After consideration of the undisputed facts as set forth in the Motions, the deposition on file, and the Points and Authorities submitted by the parties, the Court finds that there should be an equitable distribution pro rata among the parties to this action as their losses bear to the funds now held by the Clerk.

The Court directs that the money now held by the Clerk of this Court in safe deposit with the Riggs Bank be deposited in the Registry of the Court.

It is ORDERED and DIRECTED that the Clerk of the Court pay to the following named persons, after the time for appeal of this action expires, from the Registry of the Court, the following sums:

1. Beatrice R. Ruddle and Joel D. Blackmon, her attorney $3,540.00

2. Marie Perkins and Irwin R. Mininberg, her attorney 2,360.00

3. Catherine O. Burch and Melvin Hirshman, her attorney 1,888.00

4. Dellma Nelson 2.2.00

$8,000.00

/s/ Hart
JUDGE

/s/
Joel D. Blackmon, Esq.
Attorney for Beatrice R. Ruddle

/s/
Irwin R. Mininberg, Esq.
Attorney for Marie Perkins

/s/
Melvin Hirshman, Esq.
Attorney for Catherine O. Burch

1 IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

2

3 BEATRICE R. RUDDLE
2700 Wisconsin Avenue, N.W.
4 Washington, D.C.
Plaintiff
5 Vs.
CIVIL ACTION NO. 2575-66
6 LUKE C. MOORE
United States Marshal for the
7 District of Columbia
United States Court House
8 Constitution Avenue and John
Marshall Place, N.W.
9 Washington, D. C.

10 and

11 NICHOLAS deB. KATZENBACK and/or
SUCCESSOR
12 Attorney General of the
United States
13 Department of Justice
9th and Pennsylvania Avenue, N.W.
14 Washington, D.C.

15 Defendants

16 - - - -

17 APPEARANCES:

18 HOLLEY, FLAGG & HAYNER
By MR. MERLE R. FLAGG
19
Appearing for Beatrice R. Ruddle
20
TURNER, ROGERS, WINN, SCURLOCK & TERRY
21 By MR. FRANK E. McLAIN

22 Appearing for Catherine Odessa
Burch
23 - - - -

24 ANSWERS AND DEPOSITION of EMORY S. KING, a witness

25 produced on behalf of Beatrice R. Ruddle, taken in the above

styled and numbered cause on the 14th day of August, A. D. 1967, before LEON MATHIS, a Notary Public in and for Dallas County, Texas, in the offices of Holley, Flagg & Hayner, located in the Republic National Bank Building in the City of Dallas, County of Dallas, State of Texas, in accordance with notice and/or agreement.

It is further agreed by and between the parties hereto, through their respective attorneys appearing herein, that the signature to his deposition is waived, and that same may be returned into Court without the signature of the witness thereto and be used on the trial of this cause with the same force and effect as though the witness had read and signed the same as provided by the rules with reference thereto. The witness, Emory S. King, also waives the reading of the deposition and the signing of same, and agrees that it may be filed without his signature.

EMORY S. KING,

produced on behalf of Beatrice R. Ruddle, being first duly cautioned and sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MR. FLAGG:

Q State your full name, please.

A King.

Q Your complete name.

A Emory S. King.

Q And how do you spell that Emory?

A E-m-o-r-y or E-m-e-r-y, either way.

Q The "S" stands for Speer, S-p-e-e-r?

A Yes, that is right.

Q Are you the same Emory King who plead guilty to criminal charges relating to confidence game activities in the United States District Court for the Southern District of New York on April the 27th of 1965?

A Yes. It seems to me like it was April. Is that when it was?

Q April of '65, that is right. That is the date given here (referring to instrument).

A Well, yes.

Q Now, Mr. King, these pleas were pleas of guilty to certain criminal actions arising out of a confidence game

entitled "The Judge Baker Race Horse Swindle." Are you familiar with the facts that I am stating?

A Yes, sir.

Q Is it true that one of these parties that was swindled by you and your partner, Allen Quincy Taylor, was Beatrice Ruddle?

A Yes, sir, she was.

Q And her name is spelled B-e-a-t-r-i-c-e?

A Yes, sir.

Q Ruddle, R-u-d-d-l-e?

A Yes, sir.

Q Am I correct, Mr. King, that this swindle of Mrs. Ruddle took place in -- where?

A San Francisco.

Q San Francisco, California?

A Yes.

Q Am I correct that as a part of this swindle you, personally, received from Mrs. Ruddle a hundred and fifty one-hundred-dollar bills, making a total of fifteen thousand dollars, is this correct?

MR. McLAIN: I'm going to make an objection here that the question is leading and suggests an answer to the deponent.

Q All right, did you receive money from Mrs. Ruddle?

A Yes, sir.

1 Q How much money did you receive from her?
2 A Fifteen thousand dollars.
3 Q And in what form did you receive the money?
4 A Most of it was in hundred-dollar bills.
5 Q Was all of it in hundred-dollars bills?
6 A That I can't recall. Now, I can't recall that.
7 Q All right.
8 A But the ones that I got and were turned in here
9 to the FBI was hundred-dollar bills.
10 Q Now, after receiving the money from Mrs. Ruddle,
11 what did you do with it?
12 A I put it in a suitcase.
13 Q And you and Mr. Taylor went to Canada then, I
14 believe, didn't you?
15 A That is right.
16 Q Now, the money that you received from her was
17 placed in the suitcase, and what did you do with it then?
18 A I shipped it to my brother here.
19 Q Now, how much money was in the suitcase?
20 A Eight thousand dollars.
21 Q Now, it was in what denominations?
22 A Hundred-dollar bills.
23 Q Would it be your belief that the eighty one-
24 hundred-dollar bills which were in the suitcase that was
25 shipped to your brother here in Dallas was a part of the money

1 that you received from Mrs. Ruddle?

2 MR. McLAIN: I object to that on the grounds

3 that it calls for a conclusion from the witness.

4 MR. FLAGG: Well, now, let's stop just a second.

5 Can you and I agree that you are entitled to make

6 whatever objections you want, but the information is

7 entitled to go in over the objections?

8 MR. McLAIN: Right.

9 MR. FLAGG: You are merely protecting your

10 record now?

11 MR. McLAIN: I am merely protecting the right

12 to make the objection.

13 Q (Mr. Flagg continuing) So, I would ask you again,

14 Mr. King, would it be your belief that the eighty one-hundred-

15 dollar bills which were in the suitcase that was shipped by

16 you from Canada to your brother here in Dallas was part of the

17 money that you received from Mrs. Ruddle in San Francisco?

18 MR. McLAIN: Let me again state my objection,

19 that this calls for a conclusion on the behalf of

20 the deponent.

21 A Now, let me correct that just a little, now. I had

22 plenty of money myself, you see.

23 Q All right.

24 A Now, just like In New York, I told my lawyer there

25 with the, Mr. Armstrong, the SEC man --

1 MR. McLAIN: I object to the testimony here
2 as hearsay.
3 WITNESS: You object to that?
4 MR. FLAGG: Well, it is all right. Let him
5 make his objection, and then you go ahead.
6 A Yes. So, I said, "If she has got the numbers of
7 all of them bills, give it to her," you see.
8 Q Uh-huh.
9 A Now, that is just what I said.
10 Q Well, let me ask you this, Mr. King: Was that
11 all of the money that you placed in the suitcase?
12 A Yes.
13 Q Or did you put more than that in it?
14 A No. I just put eight thousand dollars.
15 Q You put eight thousand?
16 A Yes.
17 Q Now, was this at the time you were leaving San
18 Francisco or after you had gotten to Canada?
19 A Well, when I was leaving San Francisco.
(2) 20 Q So, you said to yourself, "I will put eight
21 thousand of this money I got from Mrs. Ruddle in there"?
22 MR. McLAIN: I would object to that, what he
23 had in his mind —
24 A Yes.
25 MR. McLAIN: — as a conclusion, and I object

1 to that.

2 Q Mr. King, what is it that makes you believe that

3 this eight thousand dollars that you placed in the suitcase

4 was money which you had received from Mrs. Ruddle?

5 A Well, you see, I got eight thousand dollars from

6 her, you see. My end, you know.

7 Q Yes.

8 A And I got a thousand dollars paid to me. So, now,

9 I don't know if all of it was what I got from her. I just

10 put eight thousand in there.

11 Q Yes.

12 A And, just like I told them in New York, the same

13 thing, "If she has got the numbers of them bills, why, give

14 it back to her."

15 Q Now, what was the total amount that you and your

16 partner got from her?

17 A Fifteen thousand.

18 Q Now, were you entitled to any expenses between you

19 and your partner?

20 A Well, of course, we had quite heavy expenses,

21 because he went to Honolulu.

22 Q Did you receive some portion of the fifteen

23 thousand as expenses before there was a split between the

24 two of you?

25 A Yes.

1 Q How much did you receive?

2 A A thousand dollars.

3 Q So, that would leave fourteen to be split between

4 the two of you, right?

5 A Yes.

6 Q So, now, if you received one thousand dollars as

7 expenses, and then half of the remaining fourteen, that

8 would make eight thousand, wouldn't it?

9 MR. McLAIN: I object to the question as being

10 leading and suggesting an answer.

11 Q Would you consider this to be correct?

12 A Well, it would be eight thousand, but only seven

13 thousand that I got for my end after expenses.

14 Q Is that correct?

15 A Yes.

16 Q You were entitled to a thousand dollars expenses,

17 weren't you?

18 A Yes.

19 Q And you did receive that?

20 MR. McLAIN: I object to that as being leading

21 and suggesting an answer.

22 A Yes.

23 Q Now, you made a statement with respect to this

24 money in New York City, right?

25 A That is right, yes.

1 Q You made a full confession with respect to this
2 money?
3 A Yes.
4 Q At that time?
5 A Yes.
6 Q Right?
7 A Yes.
8 Q Do you remember the approximate date at the time
9 you made the confession and the statement?
10 A No, sir, I don't.
11 Q Could it have been between October the 21st and
12 October the 26th of 1964?
13 A Could have been somewhere along in there. I
14 won't say the date, because I don't remember.
15 Q Uh-huh.
16 A Because I know we was in West Creek there for
17 six months. So, I don't remember the date.
18 Q You did have money of your own that you were using
19 before you got the fifteen thousand dollars?
20 A That is right.
21 Q From Mrs. Ruddle?
22 A That is right.
23 MR. McLAIN: I object to the question as
24 being leading.
25 Q Would you have any idea how much money of your own

1 you had at the time you got the money from Mrs. Ruddle?

2 A Well, let's see, I just would have to make a guess.

3 Maybe six or seven thousand.

4 Q Was this all in cash?

5 A Yes.

6 Q That you carried on your person at that time?

7 A Yes. Well, I had two Liberty Bonds with me, two

8 thousand-dollar Liberty Bonds.

9 Q Where were you staying at the time you got this

10 money in San Francisco?

11 A God, I can't remember the hotel. I can't recall

12 the hotel.

13 Q You went directly from there to Canada?

14 A Yes.

15 Q Do you remember how you traveled to Canada?

16 A Yes, I went on a plane.

17 Q Did you fly directly from San Francisco to a point

18 in Canada?

19 A No, I went to Seattle.

20 Q I see. Was Mr. Taylor with you all the while?

21 A That is right.

22 Q Were you all staying in the same room in this

23 hotel in San Francisco?

24 A No.

25 Q Did you make the division of the money? By that,

I mean the fifteen thousand dollars that you received from Mrs. Ruddle?

A No.

Q Did you keep your eight and then hand Mr. Taylor's seven to him?

MR. McLAIN: I object to that as being leading and suggesting an answer.

A I don't believe it was that way, because I went to put her on the plane; and, when I come back, the money was divided.

Q You put her on a plane?

A Yes.

Q Did you hand the full fifteen thousand to him before you left?

A That is right.

Q Do you know whether he had other money of his own?

A Well, that I can't say, you know. That is something — I couldn't even quote on it.

Q Did he tell you at the time he handed you your eight thousand that this was Mrs. Ruddle's money?

MR. McLAIN: I object to that as being hearsay.

A No.

Q Did he say where it came from at all?

A Never.

MR. McLAIN: I object to the hearsay.

A (continuing) Never, automatically, because we never say that.

Q Did you believe at the time that you received the eight thousand that it was money that had been received from her?

MR. McLAIN: Objection. It calls for a conclusion on the part of the witness, and is leading and suggestive.

MR. FLAGG: I think he can conclude as to a question of fact. He is not concluding any legal thing. I think he can conclude. This is a question of fact, and he is entitled to his own conclusion on the facts. I don't think we are calling for a legal opinion or conclusion at all.

MR. McLAIN: Well, I will just register it, Merle.

MR. FLAGG: I think the witness is entitled to state his conclusion as to the facts on any of the questions that have been stated.

Q (Mr. Flagg continuing) So, I would ask you, again, Mr. King, did you believe at the time you received the money that it was Mrs. Ruddle's money?

MR. McLAIN: Now, I will register the same

1 objection. It calls for a conclusion, and
2 suggestive.
3 A Well, naturally, I believed it, because we was
4 dividing the money. And we just took it all as a supposition
5 that it was just the money we just took off her.
6 Q Now, when Mrs. Ruddle paid the fifteen thousand
7 dollars, did she physically hand it to you?
8 A No.
9 Q Did she physically hand it to Mr. Taylor?
10 A That is right. They never hand it to me. They
11 never do.
12 Q Was it you or Mr. Taylor who instructed her to put
13 it in the form of hundred-dollar bills?
14 A Well, that is another question I can't answer,
15 because I don't know. I don't know if she had instructions
16 that way.
17 Q Did you see her give the money to Mr. Taylor?
18 A Yes, we were all three there.
19 Q Did you notice that it was in hundred-dollar bills
20 at that time?
21 A Not at that time, I didn't, no.
22 Q Was it wrapped in anything?
23 A Yes.
24 Q Was it in an envelope?
25 A No, in a newspaper.

1 Q It was in a newspaper?

2 A Yes.

3 Q How did you arrive at fifteen thousand dollars;

4 how did you decide that that was the amount you were going

5 to get from her?

6 A Well, I don't know how. It bears down to the

7 question of how much they can get easy in my business, and

8 that is why we had arrived at the fifteen thousand dollars.

9 Q Now, where were you when she handed him the money?

10 A Where was I?

11 Q Yes.

12 A I was in the room, too.

13 Q This took place in your room in the hotel in

14 San Francisco?

15 A No, in her room.

16 Q In her room?

17 A Yes.

18 Q In the hotel in San Francisco?

19 A Yes.

20 Q How long would you say it was from the time she

21 handed the money to him until the time you received your

22 eighty-one one-hundred-dollar bills?

23 A Oh, it must have been three hours or three-and-a-

24 half hours or four.

25 Q Where were you when he handed you the eighty

one-hundred-dollar bills?

A Oh, we was back in our room.

Q In your room or his?

A Well, in his. We had already checked out of the Hilton Hotel. She was in the Hilton, you see.

Q I see. Were you all registered at the Hilton, also?

A No.

Q When he handed you the eighty-one one-hundred-dollar bills, did you immediately put them in your suitcase?

A Notright then, no.

Q Do you know what you did with them then?

A No, I don't. I can't recall. But I know that I put them all together with the money that I had, and I must have had around six thousand dollars, or better, myself, you see. So, there, I don't know.

Q In other words, you are saying that you took the eighty-one one-hundred-dollar bills and put them all together with the other money that you had?

A Yes, that is right.

Q Did you have any other one-hundred-dollar bills?

A I think so.

Q How many?

A Well, that is something I couldn't tell you either.

Q How did you generally carry your money? In

1 hundreds?

2 A In hundreds, yes.

3 Q What is the magic of hundreds?

4 A Well, I don't know. They are easy carried, that

5 is all. You can carry so many of them that way.

6 Q Mr. King, was Mrs. Ruddle the last person from

7 whom you had received money before you and Mr. Taylor were

8 arrested and plead guilty?

9 A That is right.

10 Q Who was the person from whom you had received

11 money immediately before Mrs. Ruddle, do you remember?

(3) 12 A Let' see, I think it was Mrs. Burch.

13 Q How much did you receive from her?

14 A Eight thousand.

15 Q You received eight thousand from Mrs. Burch?

16 A Yes.

17 Q When was that?

18 A Well, it must have been about three months before

19 we took Mrs. Ruddle. I wouldn't say. But I think she was

20 the last one before Mrs. Ruddle.

21 Q How did she pay you?

22 A Well, she paid me in different denominations.

23 Q Did she give you any one-hundred-dollar bills?

24 A Yes.

25 Q Do you remember how many?

A No, I don't.

Q Did she give you anything other than money?

A No.

Q By that, I mean any bonds or anything of that nature?

A No, not as I remember, no.

Q She gave you eight thousand dollars?

A Yes.

Q But it was not all in one-hundred-dollar bills?

A Well, I can't recall what it was in. I can't recall. She might know, but I can't do it. Twenty-five years ago, I could remember all of that stuff, you know. After I get away from them, I forget it now.

Q It was three months from the time you swindled Mrs. Burch?

A Yes.

Q Until the time you got money from Mrs. Ruddle?

A Well, now, that is the believe in me. I wouldn't say for sure on that. You know, it might have been nearer than that, and it might have been a little farther distant than three months.

Q How much money did you have to live on at the time you swindled Mrs. Burch?

A Well, that is going back pretty far for me. I always have money. I always do have money, you know. That

1 is one thing. Sometimes, I might not have much, but I
2 always got money. I am one con man that they always say,
3 "Well, he has got money."
4 Q Where did you live during that period of time;
5 that is, from the time you swindled Mrs. Burch until the
6 time you got the money from Mrs. Ruddle? Where were you
7 living?
8 A Well, I flew, I think, maybe to Toronto, Canada,
9 and then I left up there and I flew back to Los Angeles.
10 And then from there I went back to Vancouver. I think that
11 was the route I took.
12 Q Where was Mrs. Burch at the time you took the
13 money from her?
14 A In Portland, Oregon.
15 Q Now, Mr. King, we have agreed that you made a
16 statement with respect to this particular eight thousand
17 dollars to the Assistant U.S. Attorney and the FBI agent
18 in the courthouse up in New York City back in October of
19 1964?
20 A Yes, sir.
21 Q Now, isn't it true that in that statement you
22 told those people that the eight thousand dollars which was
23 in the suitcase which was sent to your brother in Dallas
24 was a part of the money that you had gotten from Mrs.
25 Ruddle?

1 MR. McLAIN: Let me raise an objection there
2 that the Counsel is attempting to impeach his own
3 witness, and we raise the objection.
4 A Here is what I said, what I recall I said, "If
5 she could identify it, give her the money." Now, see if
6 that ain't the words in there. The FBI said that she had
7 all of the numbers, you know, of the hundred-dollar bills.
8 I said, "Give it back to her."
9 Q But I'm asking you for your personal opinion,
10 now.
11 A Yes.
12 Q You think that that money was part of the money
13 you got from Mrs. Ruddle?
14 A I think some of it was.
15 MR. McLAIN: We object to the question as
16 calling for a conclusion.
17 A (continuing) Now, whether that was all, I really
18 can't say, but I believe, really, some of it was.
19 Q How much of it do you think was?
20 A Well, I couldn't get down and say how much it was,
21 because the way it was all put together, the eighty one-
22 hundred-dollar bills, I can't say that. But I just would
23 say now what I said then, "If she can identify the money
24 she got out of the bank, if they had the serial numbers, to
25 give it back to her. It is her money."

Q Did she tell you at the time that she gave you the money that she had recorded the serial numbers of it?

A No, she did not.

Q Do you know whether she, or anyone from the bank, recorded the serial numbers?

A No, I don't.

Q Of the money she got?

A No, I do not. The first I knew of that was when the FBI here said that she had the serial numbers from the bank in New York. I said, "If that is the case, give it back to her."

Q From your personal standpoint, do you have any objection to her receiving the money?

A No, if she has got them serial numbers, it is her money. I will just stand pat on what I said there in New York.

Q Do you have any reason to believe that it is anyone else's money?

A No, I have no reason, because there ain't no way I can say otherwise, you see, because when you get the money and put it all together you don't know whose money it is.

Q Once again, she was the last one?

A That is right.

Q From whom you received money?

A That is right, she sure was.

1 Q Let's go back to the hotel, at the time Mr. Taylor
2 handed you the eighty one-hundred-dollar bills and told you
3 that this was your share of the money that he had gotten
4 from Mrs. Ruddle —
5 A (interposing) That is what he said.
6 Q — how much cash did you have on your person at
7 that time?
8 A Well, as I told you a while ago, I don't know
9 whether it was five or six thousand dollars. It must have
10 been around six or better, you see, that I had myself.
11 Q And were there hundred-dollar bills in that?
12 A Yes, sir. there was, sure was.
13 Q Do you have any idea how many hundred-dollar bills?
14 A No. They was almost all hundreds, maybe, outside
15 of some twenties, because I always carried large bills. No,
16 I'm not trying to make anything any way at all. I'm just
17 trying to get it straightened out; that is the only thing
18 I want to do, because that is all. Because I know I ain't
19 going to get none of it back. That is a cinch on that. All
20 I am getting out of this is four dollars (referring to
21 witness tender).
22 Q Mr. King, so far as you know, is the eight thousand
23 dollars which is now in the possession of the United States
24 Marshal the same eight thousand dollars which you sent to
25 your brother here in Dallas?

A You mean that is the same money that I sent to him?

Q That is correct, yes.

A Well, I don't know if that is the same money or not. You know, I can't say that. I was in jail. He brought it down and turned it over to the FBI, you see. So, now, that is too far back for me to say. I can't reach that far. So, I don't know.

Q Have you talked to your brother about this since he turned the money over to the Marshal?

A Yes, but very meager.

Q Did he say anything about changing the money?

A No.

MR. McLAIN: We object to that as being hearsay.

A No, he never did. I don't think he would have done it anyhow. I think he was scared to death.

Q Mr. King, when you received money from Mrs. Burch, did you put any of Mrs. Burch's money in a suitcase or set any of it aside for the purpose of sendingit to Dallas?

A Well, that I can't say. That is something I can't answer, you know. I just can't say that, because I don't know. Because when you get your money and you mix it up, you just don't know, you see. There ain't no use saying it, that I know it, because I don't.

1 Q So, you shipped it to him before you left Canada?
2 A No, I shipped it from Seattle.
3 Q Previous to this time, did you generally carry
4 your money on you in a wallet?
5 A Yes, uh-huh. Sometimes in an envelope. I had an
6 executive, you know, pocketbook that I could carry there
7 (indicating), but I always carried big bills.
8 Q And never carried it in your suitcase?
9 A No.
10 Q This was the only time that you put money in a
11 suitcase?
12 A Yes, sir, the only time.
13 Q Mr. King, has there been a demand made on you
14 by anyone for this money?
(4) 15 A Well, I got a suit from all five of them, some
16 of them four and five and six years old. And every one of
17 them sued me. Every one of them five, I have got a copy
18 of their suit.
19 Q Well, at the time Mr. Taylor handed you the
20 eighty one-hundred-dollar bills, you had plenty of money
21 on your person?
22 A That is right.
23 Q To pay your hotel bill?
24 A Yes, sir.
25 Q And to buy an airline ticket?

1 A Yes, that is right.

2 Q Plenty of money for whatever you needed?

3 A That is right.

4 Q So, it would not have been necessary for you to

5 use any of this eight thousand dollars that you received

6 from Mrs. Ruddle?

7 A Not necessary.

8 Q To buy a plane ticket or pay your hotel bill,

9 or anything like that?

10 A Not necessarily, because I put all of my money

11 together, and I never know what money I would spend, or

12 anything, you know. Whose it is or where it come from.

13 Q When he handed you the eight thousand dollars,

14 that is the eighty one-hundred-dollar bills, this was in

15 San Francisco?

16 A That is right.

17 Q Did you put them all together in your executive

18 wallet at that time?

19 A No, I didn't. I put some of them in there and I

20 put some in my pocket, you see.

21 Q And then you all went on up to Canada?

22 A Yes.

23 Q And then you came back to Seattle, is that right?

24 A No, the FBI brought us back. We was arrested in

25 Canada.

1 Q Now, when did you put the money in the suitcase?
2 A Oh, three or four days before we got arrested.
3 Q That was in Canada?
4 A Yes.
5 Q And how much cash did you have on you when you
6 were arrested?
7 A As I told you a while ago, I think I had about
8 six thousand.
9 Q When you were arrested?
10 A Yes.
11 Q Well, now, I thought the six thousand is what you
12 had on you when you were in San Francisco?
13 A Well, no doubt it was, and maybe a little more,
14 but only an airplane fare up there, you see. But it was
15 something like that amount, you know.
16 Q So, you had plenty of money to leave Canada?
17 A That is right.
18 Q To fly to Seattle or travel?
19 A Yes.
20 Q Even after sending the eight thousand that you
21 received from Mrs. Ruddle to Dallas?
22 A Yes. Well, I didn't send the eight thousand until
23 I got to Seattle. They went through it and searched it
24 again, and they didn't find nothing. The Immigration search-
25 ed it and they didn't find nothing.

1 Q Don't they look through laundried shirts?

2 A They looked through pretty good, but they didn't

3 find this. They found all of my pay-off stuff and my two

4 typewriters, and they still got them in New York.

5 Q So, you got through Customs?

6 A Yes.

7 Q And had this money in the suitcase at that time?

8 A That is right.

9 Q So, you were in Canada at the time you put the

10 money in the suitcase?

11 A That is right.

12 Q And then you carried it through Customs in the

13 suitcase?

14 A That is right.

15 Q And then mailed it to your brother in Dallas

16 before you were arrested?

17 A No, no, I was already arrested and deported from

18 Canada.

19 Q When did you mail it?

20 A I Air Expressed it after I got to Seattle.

21 Q After you had been deported from Canada?

22 A That is right, yes. The FBI come up there and

23 brought me down on a plane. Taylor had already been

24 arrested and was already in Seattle.

25 Q Had he been arrested before you put this eight

1 thousand into your suitcase?

2 A Well, now, that is something that I can't say,
3 because I didn't know he got arrested until I got arrested.
4 So, I didn't know it. He was over in Victoria and I was
5 over in Vancouver. So, I went over there and went to the
6 hotel and asked. And so the FBI there said, "Well, King,
7 you are slipping," and I said, "That is the damn truth, I
8 am sure slipping. So, I guess I am through with the racket,
9 because stepping into something like that, and because I
10 always posed as a lawyer and called up city jail.

11 Q Mr. King, did you notice anything about the
12 particular one-hundred-dollar bills that Mr. Taylor gave
13 you?

14 A No.

15 Q That he had gotten from Mrs. Ruddle; I mean, were
16 they new or was there anything characteristic about them?

17 A Well, I believe most of them was new. I will say
18 that. They would stick to tight, you know. I wouldn't say
19 all of them, but some of them was new, because I noticed
20 money like that because I am careful, you know, not to give
21 up two bills in place of one. But I don't know if it was
22 all that way.

23 Q Do you remember whether any of the hundred-dollar
24 bills that you put in the suitcase in your shirts to mail
25 to Dallas were new hundred-dollar bills?

A No, because I didn't notice that when I put them in there. No, I just put them in there.

MR. FLAGG: I am ready to pass him.

CROSS-EXAMINATION

BY MR. McLAIN:

Q Can you hear me?

A Yes.

Q Mr. King, I am interested in pursuing this point: You say you had approximately six thousand dollars, as you recall, on your person when you were in San Francisco?

A Yes.

Q Were you gainfully employed at any point during this time that we are talking about; that is, were you legally and lawfully employed?

A No.

Q Would it be a fair statement to say that all the money that you had on your person was gained through swindling?

A That is right.

Q Now, do you remember a Marie Perkins?

A You mean in Florida?

Q Yes, sir.

A Yes.

Q Do you recall the date that you swindled her?

A No, God, I can't.

1 Q Well, let's put it in this term: Could you remem-
2 ber, in terms of months, before you came to Beatrice Ruddle,
3 who was the last person you say you swindled? All right,
4 now, Marie Perkins in relation to that in point of time,
5 how long before was it that you had swindled her?
6 A Oh, I would say it was a year, I think.
7 Q Could you say at this point in time whether or
8 not, well, first of all, let's back up a little bit. How
9 much money did you take from her, do you recall, Marie
10 Perkins?
11 A Ten thousand, I believe it was.
12 Q What did you do with that money?
13 A Spent it.
14 Q Was it spent by the time you had gone to San
15 Francisco and just before you had made your contact with
16 Mrs. Beatrice Ruddle, would you say that money had been
17 spent?
18 A Well, before that, you see, after I beat Mrs.
19 Perkins, I beat that Mrs. Burch, you know, in San Francisco.
20 Q All right, now, I thought I understood you to say
21 that you had just swindled Mrs. Burch, and you had gone up
22 to, you had swindled Mrs. Burch in Portland?
23 A Yes.
24 Q And then you went to San Francisco and swindled
25 Mrs. Ruddle?

1 A Yes.

2 Q All right, now, before Mrs. Burch was it Marie

3 Perkins that you had just swindled, or was it Delma Nelson?

4 A I didn't get no money off of Delma Nelson. I

5 got, I think, maybe eight hundred dollars.

6 Q Do you remember when that was that you swindled

7 Mrs. Nelson?

8 A No, I don't. I just can't.

9 Q In terms of months before you went up to San

10 Francisco?

11 A Well, I beat them both in Florida.

12 Q In Florida?

13 A Yes.

14 Q Was it approximately twelve months after you went

15 to San Francisco?

16 A Seems to me like it was longer than that. I can't

17 recall that.

18 Q All right, were Mrs. Perkins and Mrs. Nelson, well,

19 let me back up a little bit. Mrs. Delma Nelson now lives

20 in Amarillo, I believe?

21 A Yes.

22 Q Was it in Amarillo that you swindled her?

23 A No, it was at St. Petersburg, Florida.

24 Q And she was in St. Petersburg, Florida?

25 A Yes.

1 Q How much did you take from her?

2 A I think maybe about eight or nine hundred. She

3 didn't have nothing.

4 Q All right.

5 A I expensed that out.

6 Q Marie Perkins, though, had ten thousand dollars?

7 A I believe that is what it was. I ain't for sure.

8 Q Now, those two women combined, then, gave you a

9 total of ten thousand eight hundred dollars, approximately?

10 A That is it, yes.

11 Q Was that money spent before you swindled Mrs.

12 Catherine Burch?

13 A Well, I would say not all of it. You know, not

14 all of it was spent, but most of it.

15 Q Was that the money that you were living on at the

16 time?

17 A That is right.

18 Q At the time that you swindled Mrs. Burch?

19 A Yes.

20 Q All right, now, how does Mrs. Pancost fit into

21 the picture?

22 MR. FLAGG: I don't believe that that is a

23 proper subject for this deposition.

24 MR. McLAIN: I am trying to trace funds to

25 see whether or not he could possibly have Mrs.

1 Pancost's money.

(4) 2 A Well, that, of course, that was, Christ, two years
3 before that, I would say.
4 Q All right, would her money have been spent?
5 A Well, I never spent it all, you know. That was
6 in Mexico.
7 Q Would Mrs. Pancost's money have been spent by the
8 time you swindled Mrs. Burch?
9 A Oh, I don't believe all of it would.
10 Q How much did you take from her?
11 A Nineteen thousand.
12 Q Now, after you swindled Mrs. Ruddle, you left
13 for Canada?
14 A Yes.
15 Q And I understood you to say, did you go by way
16 of Seattle?
17 A Yes.
18 Q And then you went on to Vancouver?
19 A Yes.
20 Q What was the time lapse between the time you went
21 from San Francisco to Vancouver?
22 A Oh, maybe a week.
23 Q A week?
24 A Yes.
25 Q And when did you pack your suitcase with this money

in it?

A Well, I packed it in Canada. I don't know. It was after I got up to Canada.

Q How long did you stay there in Canada?

A Oh, I must have been there about almost a week.

Q All right, would it be fair to say that it was approximately ten days?

A No, I don't believe it was that long. I went on over to Victoria, and that is where I got arrested, you see.

Q Uh-huh.

A I checked out of the hotel and went over there.

Q But it was over a week?

A Yes, something like that.

Q It was over seven days, somewhere between seven and ten days?

A Yes, sir.

Q Now, did you make any effort to keep your money separated between the people that you had swindled; that is, did you make an effort to keep your money separated between Mrs. Ruddle's money and Mrs. Burch's money, and so forth?

A Well, that is something that I never do. I just put it together and just spend it.

Q I believe you stated that you put money in your coat pocket?

A Yes.

Q The eighty one-hundred-dollar bills?

A Yes.

Q Had you transferred that money into the total sum of money that you were carrying or did you keep that separate?

A No, I don't believe I do, because you never keep it separate like that. I just spend it as it comes. I can't say that I ever do that.

Q Mr. King, is it fair to say that you don't remember where the money, that is, that you cannot at this point in time tell us what money that you put in that suitcase, whether it belonged to Mrs. Burch or Mrs. Ruddle or who it belonged to?

MR. FLAGG: Certainly, if the answer to that question would not be a conclusion, I don't think the other questions that I asked would be a conclusion. I would object to that, answering that question.

A Well, as I said in New York, if Mrs. Ruddle's bank gave her the serial numbers of that money, why, it is her money. That is the only thing I can say.

Q That would be the only way that you could show that it is her money?

A That is right. As I told the lawyer right in New York, and Mr. Armstrong, I said, "If they have got the

1 serial numbers, give it back to her."

2 MR. McLAIN: I believe that is all I have.

3 WITNESS: That is the only thing I can say.

4 REDIRECT EXAMINATION

5 BY MR. FLAGG:

6 Q Well, certainly, you would be unable to say that

7 this money belongs to Mrs. Burch, right?

8 A I couldn't say it. I couldn't say it did, and I

9 couldn't say it didn't. You see, there is an open question.

10 Q Would you say, in your opinion, that the probabil-

11 ities are that the money that was in the suitcase was Mrs.

12 Ruddle's money?

13 MR. McLAIN: I will object to that as being

14 speculation.

15 MR. FLAGG: You can answer the question even

16 in the face of the objection.

17 Q We're talking about probabilities, now.

18 A Yes. Well, I still go back to the point that if

19 she has got the serial numbers from the bank, it is her

20 money.

21 Q Well, now, Mr. King, I think you agreed with me

22 that it would be unusual, it would not be in the normal

23 course of events that she would have recorded the serial

24 numbers anywhere, do you think?

25 A I don't believe that she did that. I think the

bank, new money, banks generally keeps them numbers. If they get out a lot of new money, why, you know, they have got them numbers there. They do that, because I know from my experience they do it.

Q All right, now, Mr. King, regardless of whether the bank recorded the numbers of this new money or not, once again, I'm asking you for your opinion as to this fact: Do you think that the money which was in the suitcase which was mailed here to Dallas was probably, now, we've already said that you can't establish it as a fact, but do you think it probably was the eight thousand dollars that you received from Mrs. Ruddle?

MR. McLAIN: I will object to that as being speculation.

A Well, it could be and it could not be. Now, I have told you that.

Q Yes, I understand, but, now, we are forgetting about whether or not the numbers are recorded. Let's assume that there is no way that she could prove it by serial numbers.

A Uh-huh.

Q So, we know that she can't rely on that. Would it be your belief that that money is probably the eight thousand dollars that Mr. Taylor gave to you and said, "This is Mrs. Ruddle's money"?

1 MR. McLAIN: I object to that as being
2 speculation.
3 A Well, now, I can't answer that, now, I will tell
4 you the truth, because I had money of my own.
5 Q I understand.
6 A And I don't know. If I mix it up, I just don't
7 know what.
8 Q I understand. Again, we are not expecting you
9 to say, "Yes, I know as a fact that this was Mrs. Ruddle's
10 money."
11 A Yes.
12 Q I'm merely asking your opinion as to whether you
13 think it probably was her money?
14 A Well, I believe some it was. I wouldn't say all
15 of it.
16 Q Well, how much do you think probably was?
17 A Well, —
18 MR. McLAIN: Objection. Speculation.
19 A I couldn't say on that.
20 Q Well, would you say that it was probably five
21 thousand dollars?
22 A That is more like it.
23 Q Could it have been six?
24 A Could have been six.
25 MR. McLAIN: Objection to that. Speculation.

Q Could it have been all of it?

A Well, it could have been all, but I don't believe it was all of it, to tell you the truth, now. It could have been.

MR. FLAGG: That is all.

MR. McLAIN: That is all.

WITNESS

SIGNATURE WAIVED.

STATE OF TEXAS }
COUNTY OF DALLAS }

Subscribed and sworn to before me, the undersigned authority, on this the ____ day of _____ A. D. 1967.

Notary Public in and for Dallas County, TEXAS

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STATE OF TEXAS]
COUNTY OF DALLAS]

I, LEON MATHIS, a Notary Public in and for Dallas County, Texas, do hereby certify that the facts as stated by me in the caption hereto are true; that the foregoing answers, in response to the interrogatories as indicated, were made before me by EMORY S. KING, the witness hereinbefore named, after said witness had been first duly cautioned and sworn to testify the truth, the whole truth and nothkng but the truth, and were thereafter reduced to typewriting by me and under my supervision.

I further certify the above and foregoing deposition, as set forth in typewriting, is a full, true, correct and complete transcript of the proceedings had at the time of taking said deposition.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in this action.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18 day of August, A. D. 1967.

Leon Mathis

Leon Mathis, Notary Public in and for
Dallas County, Texas

BRIEF FOR APPELLEE

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,748

BEATRICE R. RUDDLE,

Appellant,

VS.

LUKE C. MOORE, et. al.,

Appellees.

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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TABLE OF CASES AND AUTHORITIES

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,748

BEATRICE R. RUDDLE,

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VS.

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Appellees.

BRIEF FOR APPELLEE CATHERINE ODESSA BURCH

COUNTER-STATEMENT OF THE CASE

The parties to this appeal were all victims, at different times, of a confidence game in which each of the parties was swindled out of sums of money, in some cases their life savings. The swindlers, Taylor and King, were arrested and the sum of $8,000.00 in cash was recovered and ultimately turned over to the United States Marshal for the District of Columbia. When the Marshal was sued by the Appellant the Marshal brought in as parties all other potential claimants to the fund, including Taylor and King, and the money was deposited in the registry of the United States District Court for the District of Columbia to be disposed of as that court should determine . Some of the parties served, including Taylor and King, either never entered

an appearance; failed to file an Answer; or failed to file a pre-trial statement or appear at pre-trial, and were ultimately dismissed from the case. The remaining viable parties at pre-trial were the Appellant, Ruddle, and the Appellees Burch and Perkins, all of whom were represented by counsel. Also viable, but not a party to the appeal, is Dellma Nelson, appearing pro se. Counsel for Ruddle, Burch and Perkins filed cross-motions for Summary Judgment in the District Court. The result was the Order of the District Court of February 9, 1968 [J.A. 19].

The parties represented by counsel, Appellant and Appellees, agreed both in the District Court and this Court that an application of the appropriate law to the facts should be dispositive of the case.

Appellant, on August 14, 1967, took the deposition of Emory S. King in Dallas, Texas. Appellee Burch was also represented at the deposition by counsel. No other parties to the action were represented. That deposition appears in the Joint Appendix after page 20 and is numbered as in the original deposition from page 1 to page 40. This Appellee would refer this Court to pages 11, 20, 21, 23, and 37 of that deposition in which the witness, King, who was one of the two criminals involved in the confidence game, states that he is not certain to whom the $8,000.00 belongs, if, in fact, to any of the parties to this case. It was his testimony that he would commingle money, put some of it in bonds, had some of his own money, and that the money belonged to no one in particular unless some one could produce serial numbers for the bills corresponding with the numbers of bills of their own money before it was turned

over to him. No such serial numbers were in the evidence portfolio of any of the parties to the action in the District Court. Therefore, assuming a commingled fund of United States Currency, to which there are legitimate claims by those from whom money was taken, what rule is a court of law to follow in making a disposition of the fund? The District Court made an equitable one among the remaining viable parties to the case in proportion as their losses bore to the total fund in the registry of the court. Appellant, dissatisfied, appeals to this Court for the application of a different rule of law which would result in the award of the entire fund to her.

STATEMENT OF ISSUES PRESENTED FOR REVIEW

This Appellee adopts the Question Presented as set forth on page 1 of Appellant's brief.

ARGUMENT

The reliance of Appellant on the rule of Clayton's Case, (1816 Ch.), 1 Merivale 572 is misplaced. That case has not been adopted as the law of this jurisdiction.

The facts of Clayton's Case are found in Bogert, Trusts §927, a recitation of which is found in the Points and Authorities appended to this Appellee's Motion for Summary Judgment below which is on file in this Court in connection with an earlier Motion to determine this appeal in a summary manner.

Bogert points out that some jurisdictions have indeed followed the rule of Clayton's Case, including Judge Learned Hand who, after deciding that the rule was a poor one and totally

illogical was forced to change his opinion to confom to the law of his jurisdiction when it was pointed out to him that a higher court had adopted that rule earlier.

The District of Columbia does not follow the rule of Clayton's Case calling for an application of a "first in, first out" theory when funds have been commingled. Rather, in Brown v. Christman, 75 U.S. App. D.C. 203, 126 F.2d 625 (1942), this Court adopted the rule of an equitable distribution of commingled funds, the rule followed by the District Court in this case [J.A. 19].

The Restatement of Trusts §202 states the rule preferred is one of proportionate and equitable distribution when there has been a mingling of the funds of others.

Cunningham v. Brown, 265 U.S. 1, 44 S.Ct. 424 (1924) which cited the Clayton Case did not follow that rule. Cunningham was a bankruptcy arising out of the Ponzi fraud in Massachusetts. An equitable distribution was indicated.

Appellee is unable to agree with Appellant that the authorities relied upon by her are landmark ones. Appellant's authorities indicate a position for the respective jurisdiction involved but, as customary in the law, unanimity is not found among the jurisdictions. This Court has failed to follow the path of Clayton, choosing instead to follow a pathway of its own. This Court has done this in its famous opinion of Durham v. United States, 94 U.S. App. D.C. 228, 214 F.2d 862 (1954). Appellee cannot agree with the analysis of Brown v. Christman, supra, as set forth in Appellant's argument.

CONCLUSION

It is respectfully submitted by Appellee Catherine Odessa Burch that the judgment of the District Court was correct and its final judgment should be Affirmed.

Respectfully submitted,

Melvin Hirshman, Esq.
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Washington, D.C. 20006
Tel: 783-7110

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Brief on behalf of Appellee Catherine Odessa Burch was mailed, postage prepaid, this 22nd day of November, 1968 to: Joel D. Blackmon, Esq., attorney for Appellant, 910 17th Street, N.W., Washington, D.C. 20006 and to Irwin R. Mininberg, Esq., attorney for Appellee Perkins, 1700 Pennsylvania Avenue, N.W., Washington, D.C. 20006.

Melvin Hirshman, Esq.

Vol. 1
9/16/68

WILBUR K. MILLER

APPENDIX

EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

369

No. 21,749

UNITED STEELWORKERS OF AMERICA, AFL-CIO,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

No. 21,875

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

MISSISSIPPI STEEL CORPORATION,
Respondent.

On Petition for Review
and On Petition for Enforcement of an Order
of The National Labor Relations Board

BEFORE THE NATIONAL LABOR RELATIONS BOARD

FIFTEENTH REGION

In the Matter of: MISSISSIPPI STEEL CORPORATION -and- UNITED STEELWORKERS OF AMERICA, AFL-CIO	Case Nos. 15-CA-2772 15-CA-2858

District Courtroom,
U.S.P.O. Building,
Jackson, Mississippi,
Monday, December 12, 1966

The above-entitled matter came on for hearing, pursuant to notice, at 10:00 a. m.

BEFORE:

BENJAMIN B. LIPTON, Trial Examiner.

APPEARANCES:

JERRY L. GARDNER, JR., Esq.,	Federal Building, 701 Loyola, New Orleans, Louisana, appearing as Counsel for General Counsel.
C. DALE STOUT, Esq., -and- LESLIE L. INMAN, Esq.,	Kullman & Lang, 1010 Whitney Building, New Orleans, Louisana, appearing as Counsel for the Respondent.
WILLIAM T. EDWARDS	Staff Representative, United Steelworkers of America, appearing for the Charging Party.

1 conclusion of law that the whole course of conduct--

2 MR. STOUT: I would gather then, Your Honor, that there

3 is no specific point--

4 TRIAL EXAMINER: My ruling is, Mr. Stout, at this point,

5 particularly since it has been considered before by the Trial

6 Examiner, my ruling at this point is that the motion is denied

7 Let's take a short break. I would say about five

8 minutes, following which we will try to narrow down the issues

9 a little bit and see if I can get a clearer understanding of

10 what is involved in this whole case.

11 We will be off the record.

12 (A short recess was taken.)

13 TRIAL EXAMINER: On the record.

14 Mr. Gardner, would you state briefly what this case is

15 about in the way of an opening statement.

16 MR. GARDNER: Yes, sir. Just to sort of point out the

17 issues that I think will be pertinent to this matter, I might

18 say that the Complaint is based upon evidence that Respondent

19 failed to pay the customary annual Christmas bonus without

20 notice to or consultation with the Union. We consider this

21 issue to be one of the issues in this matter.

22 After the certification and prior to bargaining, Res-

23 pondent unilaterally changed certain terms of employment, con-

24 ditions of employment. Specifically they changed the method

25

1 of pay check distribution and method of scheduling overtime
2 work. Furthermore, as I stated before, we feel the entire
3 attitude of Respondent during negotiations constitutes bad
4 faith bargaining.

5 We feel that this is buttressed by the unilateral
6 changes that were made at the critical time and, also, by
7 their failure to supply the union with certain necessary in-
8 formation during bargaining, all of which is set forth in the
9 Complaint.

10 Another primary issue in this matter is the alleged
11 unfair labor practice strike which we contend was caused and
12 prolonged by Respondent's attitude during bargaining and by
13 its actions, specifically the unilateral acts of discontinuance
14 of Christmas bonuses and failure to furnish information.

15 All of this is further buttressed by statements made by
16 admitted company officials and agents during the period of
17 time when negotiations were under way and some when the strike
18 was in effect that would indicate clearly the Respondent's
19 attitude toward this matter.

20 I think, Mr. Examiner, it is pretty generally our posi-
21 tion that each and every of these things that I have stated
22 are issues in this matter to be determined.

23 TRIAL EXAMINER: Yes. Well, are we going to go into
24 the bargaining sessions in detail?

25 MR. GARDNER: I might say as much detail as we possibly

1 can. There aren't--I don't think too many bargaining sessions,
2 I think possibly eight, maybe nine. Many of these are very
3 brief so that as far as time involved in going into each one
4 of these, I don't think there is going to be very much time.
5 TRIAL EXAMINER: Are these bargaining sessions a part
6 of your case?
7 MR. GARDNER: They are, sir.
8 TRIAL EXAMINER: All right.
9 Is bargaining continuing now?
10 MR. GARDNER: To my knowledge the last bargaining ses-
11 sion was October 20th of this year, and there have been none
12 since that date and to the best of my knowledge, there have
13 been no arrangements for further negotiations.
14 TRIAL EXAMINER: Well, are you--
15 MR. GARDNER: I might further say that the strike is
16 ended. It ended on or about August 6th or August 8th of this
17 year.
18 TRIAL EXAMINER: That's in the Complaint,isn't it?
19 MR. GARDNER: Yes, sir.
20 This is further issued the application for employment
21 made by the employees of Respondent.
22 TRIAL EXAMINER: Well, I don't know if it is relevant
23 here--have negotiations been broken off? Is that a matter of
24 interpretation?
25 MR. GARDNER: Well, maybe Mr. Edwards or Mr. Inman can

1 best answer that. I don't think that they have officially
2 been broken off.
3 MR. EDWARDS: The last meeting which was held October
4 20th, I felt at that time that there was no further reason for
5 the union to try to initiate further meetings.
6 TRIAL EXAMINER: Well, I don't want to get into any
7 discussion of your reasons. I am trying to get a picture of
8 the case where we stand now. The last bargaining session was
9 October 20th, and about when was the first bargaining session?
10 MR. GARDNER: February 17th.
11 TRIAL EXAMINER: February 17, 1966?
12 MR. GARDNER: Yes, sir.
13 TRIAL EXAMINER: And the certification was in April?
14 MR. GARDNER: December 17th, paragraph eight of the
15 Complaint.
16 TRIAL EXAMINER: December 17, 1965, was the certifica-
17 tion. Well, so far as the substance of the bargaining nego-
18 tiations, I was concerned about that. You have indicated that
19 many of them were brief and I had in mind that over that period
20 of time that we were going to get into bargaining negotiations,
21 many of them, contract bargaining negotiations. I would have
22 to gauge myself and try to focus in a little more sharply as
23 to what the issues were.
24 Is there a possibility of agreement with what took place
25 at some of these bargaining negotiations?

1 MR. STOUT: I will be glad to, Your Honor.

2 As the pleadings indicate, the Respondent has denied
3 the commission of any unfair labor practice. We have con-
4 ceeded the certification of the unit. I don't think it shows
5 in the pleadings; we conceeded to bargaining sessions. I say
6 "conceed," it is our position that bargaining sessions were
7 held beginning either in January or February and the October
8 date that was mentioned a moment ago is my understanding was
9 the last meeting. Negotiations, as far as I am concerned,
10 have not been broken off as we normally think of it, normally
11 use that term. It is our position that the company did bar-
12 gain in good faith; they made offers, they made counterpropo-
13 sals. Certainly no fixed attitude or intent to avoid an
14 agreement. We feel the strike was purely economic from its
15 inception and remained that way. We did not pay in 1965 the
16 Christmas gift. Our Answer so admits. We feel under the cir-
17 cumstances, that our evidence will develop there was no
18 violation in that failure to pay it. I am, frankly, at this
19 time at a loss to comment on the allegations about unilateral
20 changes; pay check distribution or scheduling of overtime.
21 Quite candidly I don't know what General Counsel has reference
22 to. As far as any failure to furnish information requested by
23 the union, it is our position that everything the union asked
24 for was received, at least to everything to which it was
25 entitled.

1 people actually returned to work prior to August 8th. Some
2 of them have never applied for employment. A number of those
3 named in Schedule A did apply and are employed, or I should
4 say, were hired and most of those that were hired are still
5 employed, I believe.
6 TRIAL EXAMINER: Was there a blanket application?
7 MR. STOUT: No, sir.
8 MR. GARDNER: I think that we are going to contend that
9 there is. There was a letter sent on or about August 2nd, in
10 which the union, we feel, unconditionally offered these people
11 back. It may be that as a matter of law it isn't sufficient;
12 in that case, the alternative we would show where each of
13 these individuals made an individual application for reinstate-
14 ment.
15 TRIAL EXAMINER: Anything further, Mr. Stout?
16 MR. STOUT: The only other comment that I can think of,
17 Your Honor, relating to the eighty-six names is that the re-
18 cord will also develop that some of those were offered jobs
19 and refused them.
20 TRIAL EXAMINER: Some were off?
21 MR. STOUT: Offered jobs which they refused.
22 TRIAL EXAMINER: Anything further, Mr. Gardner?
23 MR. GARDNER: No, sir.
24 TRIAL EXAMINER: I think you have clarified the one
25 point which I had noted here. Respondent's denial, paragraph

1 fourteen, that there was unconditional application on behalf
2 of the entire list. Now, there are three plants, I understand,
3 from the Complaint; Flo, Canton, and Jackson?
4 MR. STOUT: No, sir.
5 TRIAL EXAMINER: Those are the three plants, three
6 places named in the Complaint.
7 MR. STOUT: There's only one plant, Your Honor, and
8 that's what we refer to as Flowood which I frankly don't know.
9 It's an unincorporated town across the river from Jackson is
10 where the plant is actually located. I didn't interpret the
11 Complaint in its reference to Canton or Jackson to refer to
12 plants at those locations.
13 MR. GARDNER: No, sir.
14 TRIAL EXAMINER: No, it didn't, but--
15 MR. INMAN: There are some alleged incidents which oc-
16 curred--alleged to have occurred at those places, but there
17 are no plants or operations of the company at those locations.
18 It's only at Flowood.
19 TRIAL EXAMINER: All right.
20 I had looked at the file and it was an incomplete file
21 which I got late Friday and I had a general estimate, the
22 usual type of estimate that we get, three days on the case
23 and it looked to me that that was rather optimistic that we
24 could conclude in three days.
25 MR. STOUT: Frankly, Your Honor, for our scheduling

1 request, I may feel compelled to request between General Coun-
2 sel's resting and my proceeding. I can anticipate based on
3 the pleadings, a minimum of eight witnesses from Respondent,
4 and I am sure we all realize that it would be impossible to
5 anticipate the length of their testimony in view of, well, I
6 am sure we are experienced enough to realize that at this stage
7 you simply can't do it. I would estimate two full trial days.
8 By two full trial days, I am referring to the ten to five typo
9 schedule. We should be able to put our case in in that length
10 of time as best I can evaluate it at this stage.
11 TRIAL EXAMINER: I know it is very difficult especially
12 from the Respondent's standpoint. There is no committment
13 whatsoever. This is just to get a general idea, and very often
14 these estimates are inaccurate as it turns out with everybody
15 in good faith in giving these estimates.
16 All right, I think I have an idea of the estimates. Are
17 you ready to go ahead now, Mr. Gardner, with your first witness?
18 MR. GARDNER: Yes, sir.
19 TRIAL EXAMINER: Call your first witness.
20 MR. GARDNER: I call Earnest Chunn.
21 WILLIAM EARNEST CHUNN
22 was called as a witness by and on behalf of the General Counsel,
23 and having been first duly sworn, was examined and testified as
24 follows
25 DIRECT EXAMINATION

1 Q. (By Mr. Gardner) Please state your full name.
2 A. William Earnest Chunn, C-h-u-n-n.
3 Q. Where do you live, Mr. Chunn?
4 A. 2352 Harahan Road.
5 Q. Mr. Chunn, will you please tell us when you were em-
6 ployed by Mississippi Steel?
7 A. It was in '59, I believe it was. I don't remember the
8 exact date.
9 Q. What was your job while you were working there?
10 A. Well, I first hired in as a welder and then I was trans-
11 ferred to a crane operator at the melt shop.
12 Q. Who was your boss and foreman?
13 A. Paul Board.
14 Q. What was his title, do you know?
15 A. He was assistant melt shop superintendent, I understand.
16 TRIAL EXAMINER: Let's be off the record.
17 (Discussion off the record.)
18 TRIAL EXAMINER: On the record.
19 Q. (By Mr. Gardner) Do you recall your last day of employ-
20 ment with the company?
21 A. Well, I don't remember the exact date. It was the date
22 of the strike was the last day.
23 Q. Do you recall when that was?
24 A. I don't recall the exact date.
25 TRIAL EXAMINER: Would you try to speak up a little

1 more, Mr. Chunn.

2 THE WITNESS: Yes, I am sorry.

3 Q. (By Mr. Gardner) Did you vote in the National Labor

4 Relations Board election?

5 A. At the plant?

6 Q. Yes.

7 A. Yes, sir.

8 Q. Did anything occur prior to this election?

9 A. Well, the night before the election, we were in the

10 melt shop office there.

11 Q. Who was present, sir.

12 A. Myself, two colored boys. I recognized one of them as

13 being James Robinson. I did not recognize the other one.

14 Mr. Board came in the office and he told those boys,

15 says, "You boys better vote right tomorrow if you want to get

16 your Christmas bonus." He said, "I'm looking forward to it

17 myself." They walked on out and he turned around to me and he

18 says, "I feel sure that if the Union goes in, we won't get a

19 Christmas bonus this time." So I went on back out and went

20 back to work.

21 Q. If this Mr. Board's office?

22 A. Well, it is the melter's office, and they have the Coke

23 machines and things in there.

24 Q. When he made the first statement, approximately how far

25 away from him were you at the time?

1 A. I was only a couple of feet. We were standing around
2 the water fountain.
3 Q. How large is that office? can you estimate?
4 A. It's very small. I'd say 8 X 10, or something.
5 Q. Now, this Christmas bonus that he mentioned, had you
6 ever received a Christmas bonus by the company?
7 A. Yes, sir.
8 Q. And, if so, when?
9 A. The first year that I was there, I had been there only
10 three and a half months, and I got $25.00 that Christmas.
11 TRIAL EXAMINER: Was that in 1959?
12 THE WITNESS: Yes, and I stayed there seven years and I
13 got one every year after then. From then on I got $152.00, I
14 believe, each Christmas. From $152.00 to a hundred and sixty
15 something. I never did get over $166.00 was the tops.
16 Q. (By Mr. Gardner) Do you know how it was determined how
17 much each employee was to receive?
18 A. I understood it was two weeks' pay.
19 MR. STOUT: Objection to what he understood, Your Honor.
20 A. (Continuing) I don't know. I mean, that was my--
21 TRIAL EXAMINER: Hold it. Just a minute.
22 I will sustain the objection. Pin it down on the basis
23 of knowledge.
24 Q. (By Mr. Gardner) Do you know of your own knowledge, Mr.
25 Chunn, how the Christmas bonus was determined for each

1 employee?

2 A. No, sir, I don't know.

3 Q. How much were you paid every week?

4 A. I was paid by the hour, $2.10 an hour at the time I

5 quit.

6 Q. Were you paid each week or were you paid every two weeks?

7 A. I was paid each week.

8 Q. Each week?

9 A. Yes, sir.

10 Q. What day of the week was normally pay day?

11 A. On Friday was pay day.

12 Q. You were paid $2.10 an hour, is that correct?

13 A. Yes, sir.

14 Q. At the time the strike began, what was your normal take

15 home pay per week?

16 A. Well, my take home pay per week was about $72. unless

17 we made some good incentive, and then it varied. I couldn't

18 say exactly how much because it varied from week to week. If

19 we made more steel, we made more, and if we didn't--our in-

20 centive, it varied from different weeks. It was never the same

21 thing.

22 Q. All right, sir.

23 Did you receive a bonus each year while you were em-

24 ployed by the employer?

25 A. Yes, sir.

Q. Did you receive a bonus in 1965?

A. (No response)

Q. That was the last year?

A. No, sir.

TRIAL EXAMINER: I think the Respondent conceeded that there was no bonus generally in 1965. Do I understand that correctly?

MR. STOUT: Yes, sir. Just so that I am not misunderstood, we do not regard what General Counsel refers to as a bonus; we regard it strictly as a gift, but we conceed that the gift to which he is referring to as a bonus was not paid in 1965.

Q. (By Mr. Gardner) Let me ask you this. The Christmas gift or bonus, was it issued to you in a check?

A. Yes, sir.

Q. Was it similar to the check that you received for your wages?

A. It was not on a payroll check; it was on a different colored check.

Q. Did it have anything written on it?

A. Just--I don't remember exactly what it had on it.

Q. Now, Mr. Chunn, you said--I am sorry--strike that.

Did you engage in the picketing during the strike?

A. Yes, sir, for a few weeks.

Q. At any time during the strike or at any time thereafter

did you attempt to go back to work for the employer?

A. I called Mr. Dyas, the superintendent, and asked him if I could come back and he told me no.

Q. Well, now do you recall when that occurred?

A. Well, it was on the night before the electricians went back to work.

Q. Do you recall if the strike was still in existence at that time?

A. Yes, sir.

Q. You said you called Mr. Dyas and--

A. He told me that I couldn't come back, and he told me to go over to Jackson Iron and tell them that he sent me over there and they would probably put me on over there.

Q. Did you ever speak to anyone after that from the company about your job?

A. No, sir.

Q. Did anyone from the company call you?

A. No, sir.

MR. GARDNER: I have no further questions.

TRIAL EXAMINER: Mr. Stout.

MR. STOUT: At this time, Your Honor, I will make demand upon General Counsel for the production of any pretrial statements, affidavits, letters, correspondence or any other matters signed or acknowledged by this witness in accordance with the Board's rules.

TRIAL EXAMINER: Let's establish some sort of a routine on this so far as the other witnesses are concerned rather than taking the time to go through the statements. You indicate that you are making a request.

Mr. Gardner, I expect that you will supply all of the affidavits or statements that you have in your possession and make a statement on the record.

MR. GARDNER: All right, sir.

Let the record show that Counsel for General Counsel is turning over to Counsel for Respondent a signed statement by Mr. Chunn, dated February 5, 1966.

TRIAL EXAMINER: We will be off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

CROSS EXAMINATION

Q. (By Mr. Stout) Mr. Chunn, prior to today, have you received from Mr. Gardner, the attorney who has been questioning you, a letter with a form enclosed, a copy of which I will show you--

TRIAL EXAMINER: Is that marked, Mr. Stout?

MR. STOUT: No, it isn't.

TRIAL EXAMINER: Would you mark it?

MR. STOUT: May I mark it as Respondent's Exhibit No. 1.

(The document above-referred to was marked as Respondent's Exhibit No. 1 for identification.)

Your Honor.

TRIAL EXAMINER: You will at this time?

MR. STOUT: I will offer Respondent's 1(a) and (b).

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: No objection.

TRIAL EXAMINER: Respondent's 1(a) and (b) are admitted.

(The documents above-referred to, heretofore marked as Respondent's Exhibit Nos. 1(a) and 1(b), were received in evidence.)

TRIAL EXAMINER: May I take a look at that so that I can follow along with you?

MR. STOUT: Certainly, Your Honor.

TRIAL EXAMINER: We will be off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

Q. (By Mr. Stout) Mr. Chunn, on these occasions when you received a Christmas gift, when did you receive it, what time of the year?

A. Well, it was usually the day before Christmas or either on--sometimes, well, a lots of times we have got paid at the same time depending on what day Christmas fell on. If it happened to be on Friday was the last working day, we would get our Christmas bonus and our regular check at the same time.

Q. In other words, usually the last working day before Christmas?

A. Yes, sir.

Q. Now, when you received this check that you referred to, did you ever receive anything with it?

A. Yes, sir.

Q. Do you recall anything in particular?

A. Well, it was a little bit in there that I might recall. Let's see, it says, "for a job well done," I remember that. "This is our way of saying thanks for a job well done," I believe. That might not be exactly the way it's worded, but anyway, that was in there.

(The document above-referred to was marked as Respondent's Exhibit No. 2 for identification.)

Q. (By Mr. Stout) Let me show you what I have marked as Respondent's Exhibit No. 2-- when Mr. Gardner finishes reading it--and see if that isn't what you are referring to as having received in your check.

A. All right, sir.

Q. Does that appear to be what you received along with your Christmas check?

A. Yes, sir.

TRIAL EXAMINER: What is the answer?

THE WITNESS: "Yes, sir." I am sorry, Your Honor.

Q. (By Mr. Stout) Did you receive this--I don't know what to call it--this document, we will say, with the Christmas check on more than one year, or do you recall?

problems between Mr. Boyd--excuse me--Mr. Edwin Lee Mr. Robinson and another employee, when did that confrontation take place?

A. It was on the night before the election the next day.

Q. Do you recall approximately what time the confrontation took place?

A. No, sir, not exactly. It was at night. It was after 10:00. I was working the five till one shift that night.

Q. 5:00 o'clock P. M. to 1:00 o'clock A. M.?

A. Yes, sir.

Q. Have you the date of the election?

A. I don't know exactly. I don't remember the date or so.

Q. Do you remember the month?

A. I believe it was in December, I'm not sure.

Q. What was Mr. Edwin said to Mr. Robinson and the other employee?

A. He said, "You [illegible] vote right tomorrow or you [illegible] [illegible] He said, "I am leaving tomorrow or so anyway."

Q. Did they say [illegible]?

A. No, I didn't [illegible]

Q. [illegible]

A. I didn't [illegible] anything. They turned around and [illegible] or so their jobs.

Q. [illegible] Where was you working at?

Q. Did you receive a copy of that affidavit?

A. Beg your pardon, sir.

Q. Did you ever receive a copy of that affidavit?

A. Yes, sir.

Q. Have you read it since you received it?

A. One time is all. Yes, sir, I read it one time.

Q. The copies that you received, was it a typed copy?

A. I believe, yes, sir.

Q. All right.

Let me show you a typed copy that Mr. Gardner supplied--

TRIAL EXAMINER: Will you mark it, please.

MR. STOUT: I am sorry, Your Honor, I marked this for identification as Respondent's No. 9.

(The document above-referred to was marked as Respondent's Exhibit No. 9 for identification.)

Q. (By Mr. Stout) About the middle of the page beginning with the following discussion occurred around the water foun-tain--follow along on the paper.

A. Yes, sir.

Q. I quote [illegible] "You boys better vote right if you want to [illegible] bonus. Then the non-union out." [illegible]

A. [illegible]

[illegible] so you'll the Union come in,

[illegible] Did he make that statement

Q. Do you or did he make it to the other men?

A. He made that statement to me. If the other men in, he was sure that we wouldn't get our Christmas bonus.

Q. He didn't tell Robinson and the other employee that?

A. No, sir.

Q. He told you, didn't he, "I'm looking forward to it"--looking--

A. He told them.

Q. He didn't tell you--

A. He told them to vote right. He said, "You boys better vote right if you want to get that Christmas bonus." He said, "I'm looking forward to it myself."

Q. So when he talked to you after they left, he didn't say to you that he was looking forward to his Christmas bonus?

A. I don't recall, he might have, but I don't remember that.

Q. Did he ask you if you were looking forward to receiving your Christmas bonus?

A. No, sir.

Q. Did you tell [illegible] you were looking forward to it?

A. I probably [illegible] looking forward to it.

[illegible] recall what you did?

[illegible] I believe I did. I believe I said, "I am [illegible] me, too." I am sure of that, yes, sir.

Q. (By Mr. Stout) You said that to Mr. Board?

A. Yes, sir.

Q. This was after Robinson and the other employee left?

A. Yes, sir. Someone else walked in and I don't remember who it was, I don't recall. The fact of the business, I didn't know them at the time.

MR. STOUT: I offer Respondent's No. 3 at this time, Your Honor, because of certain inconsistencies.

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: Well, I don't know if it is necessary to offer it. I think if there any inconsistencies, I'm sure the examination of the witness must have brought that out.

MR. STOUT: Not entirely; it did in part, but not entirely.

TRIAL EXAMINER: You are offering this to establish a prior contradictory statement?

MR. STOUT: Yes, sir.

TRIAL EXAMINER: I will reject the exhibit and it may be in the Rejected Exhibit [illegible].

(The document above-referred to [illegible] marked as Respondent's Exhibit No. 3, was rejected.)

TRIAL EXAMINER: [illegible] purpose that you state, I don't know [illegible] also this as to lawyer witnesses, possibly [illegible] course, these affidavits are used [illegible] witnesses, impeachment, etc.

I agree that the use of those affidavits will be confined to those purposes where the witness's recollection is exhausted and you want to refresh or for purposes of impeachment. I would expect that it would be established before the offer that the witness's free testimony is and what the affidavit states and there is a sufficient basis to show a substantial contradiction for purposes of impeachment.

MR. SHOUP: I thought I had shown the inconsistency, Your Honor.

TRIAL EXAMINER: Well, will you state it then? It escaped me.

MR. SHOUP: Yes, sir.

I understood the witness's testimony to be that Mr. Board stated to employee Robinson and to the fact that they had better vote right if they wanted to get the Christmas bonus. Then he told Robinson and the other employee that he, Board, was looking forward to receiving his Christmas bonus and that the two employees left and that Mr. Board did not make the statement about looking forward to receiving his Christmas bonus to this witness, but to the other two employees. And this this witness said [illegible] Mr. Board about his expectations. In fact, he [illegible] to Mr. Board whereas the affidavit--I thought I [illegible] elicited on cross and perhaps I [illegible], but I [illegible] developed that this affidavit [illegible] Mr. Board to Robinson and the

employee and then the remainder of the conversation was between Board and this witness, according to the affidavit, during which Mr. Board said, "I'm looking forward to it," referring to the Christmas bonus, "aren't you?" and this witness said, "I sure am."

TRIAL EXAMINER: You just read from the affidavit?

MR. STOUT: Yes, and my own notes as to what the witness said on the stand prior to that.

TRIAL EXAMINER: Yes. Well, I don't know if we can establish a groundwork for this sort of thing. If there is a discrepancy, it doesn't necessarily furnish a basis for impeaching the witness. You are offering it for this specific purpose. I will reject the offer for that purpose indicating that on what has been established, I don't think enough has been shown to indicate a prior contradictory statement of sufficient importance for this purpose, but it is in the respondent exhibit file and, of course, you can make your point. It's available to the Board.

MR. STOUT: Yes. I will have to run a copy pursuant to the manner that you discussed off the record.

Q. (by Mr. Stout) Q. Then, this conversation that you had with Mr. Dyas, was that a telephone conversation?

A. Yes.

Q. Did you call [illegible] or did he call you?

A. I called him.

Q. Where did you locate him, at the plant?

A. At the plant.

Q. Do I understand you to say that you called him at night?

A. Yes, sir, it was about 5:30, I imagine, in the afternoon.

Q. All right.

What was it that you said to him when you got him on the phone?

A. I asked him could I come back to work the next morning, and he said, "Well," said, "They didn't have anything for me to do right now. For me to go over to Jackson Iron and tell them that he sent me."

Q. Do you have any recollection of when this conversation occurred?

A. I don't remember the date, no, sir, but it was the night before the electricians went back to work the next morning.

Q. That's all that was said during the conversation?

A. Yes, sir.

Q. Now, did you ever go out to the plant again after that?

A. No, sir.

Q. Did you ever have any conversation with Mr. Dyas after this time?

A. I went out to [illegible] out there and turned in my resignation that I was quitting [illegible] plant--company.

Q. Saying that you [illegible] leaving?

A. Yes, sir, [illegible].

1 Q. That was after the conversation with Mr. Dyas?

2 A. (Nods head, "Yes.")

3 Q. Do you know how long after the conversation with Mr.

4 Dyas?

5 A. No, sir, it was about a week, or something like that.

6 Q. You said you left this with the guard?

7 A. No, sir, I gave it to Mr. ...

8 Q. The personnel manager?

9 A. Mr. Charles Cohn. Well, actually, what I did, I went

10 out there to quit with him, and I went out there and Charles

11 told me that I would have to fill out this letter saying that

12 I had resigned and send it in before it would be official,

13 so I did this.

14 MR. STOUT: I have nothing else, Your Honor.

15 MR. GARDNER: Nothing.

16 EXAMINATION

17 Q. (By Trial Examiner) When you called Mr. Dyas, what did

18 you say to him?

19 A. I asked him did he have anything that I could do to

20 come back to work the next day.

21 Q. And up until then this you had been on strike?

22 A. Yes.

23 Q. Anything else [illegible] to him then?

24 A. No, sir, I [illegible] say anything else.

25 TRIAL EXAMINER: [illegible] further questions of this witness?

REDIRECT EXAMINATION

Q. (By Mr. Gardner) What was your last job before you went out on strike?

A. Crane operator.

Q. What was the rate of pay?

A. $2.10 an hour.

Q. Were you in any particular department, Mr. Chunn?

A. Melt shop, yes, sir.

MR. GARDNER: O. K. Thank you.

MR. STOUT: I have nothing else, sir.

TRIAL EXAMINER: The witness is excused.

(Witness excused)

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

We will adjourn for lunch until 1:30.

(Whereupon at 12:12 P. M., the hearing was recessed to reconvene at 1:30 P. M., the same day.)

AFTERNOON SESSION

1:40 P. M.

TRIAL EXAMINER LIPTON: On the record. Mr. Gardner?

MR. GARDNER: General Counsel calls Samuel Lester.

SAMUEL LESTER

was called as a witness by and on behalf of the General Counsel and having been first duly sworn, was examined and testified as follows

DIRECT EXAMINATION

Q. (By Mr. Gardner) Will you state your full name?

A. Samuel Lester.

Q. Where do you live, Mr. Lester?

A. 150 Cooperhurst Road, Jackson.

Q. Please tell us when you were employed by Mississippi Steel Company.

A. On June 1st of this year, '66.

Q. What was your job?

A. Furnace helper was the job that I held the longest.

Q. What was your rate of pay?

A. I started in at $1.35 an hour plus an incentive.

Q. Who was your supervisor?

A. I knew them as Louie and Lacy. I don't know their first names or last name or what part of the name that was.

Q. Did you take part in the strike at Mississippi Steel?

A. Yes, sir.

1 Q. When did you go out on strike, do you recall?

2 A. I signed a Union card on July 15th. Then about four or

3 five days after that, I started walking the picket line.

4 Q. During the time that you were walking the picket line,

5 did you speak to any of the foremen or company officials?

6 A. Yes, sir.

7 Q. Will you tell us when that occurred?

8 A. On August 4th, about--late in the evening, I'd say

9 2:00 o'clock, somewhere around in there, I asked a guard to

10 call the personnel manager and check on my check to get him to

11 bring it out there when he got off from work.

12 Q. Did you speak to the personnel manager at any time after

13 that?

14 A. Yes, sir.

15 Q. Where did you speak to him?

16 A. In his office.

17 Q. Was anyone else present during this conversation?

18 A. No, sir.

19 Q. Will you please tell us what was said?

20 MR. STOUT: I am going to have to interpose an objection

21 at this stage. I'm sure that Mr. Gardner simply overlooked it,

22 but we haven't identified the personnel manager, and the only

23 reason that it becomes important is that there are, in fact,

24 two personnel managers. We might as well clarify this at this

25 time for the Trial Examiner. There was a change somewhere

1 along the material times. Cohn ceased to be the personnel
2 manager and Ashley became a personnel manager. The Complaint
3 names both of them and we admitted both, but neither the Com-
4 plaint nor our Answer failed to make clear there was a change.
5 TRIAL EXAMINER: All right.
6 Now, maybe this is all preliminary and he would fill
7 this in. You attempt to get to the name. Of course, you have
8 the date and then you can determine who was the personnel man-
9 ager by fixing the date.
10 MR. STOUT: Yes, sir. I am frankly saying that Mr.
11 Gardner has inadvertently failed to ask the name. I wasn't
12 trying to make a big issue of it; I simply wanted the witness
13 to name him if he knows the name.
14 MR. GARDNER: There was only one personnel manager at
15 that time?
16 MR. STOUT: Yes, sir, there was no overlapping period.
17 Q. (By Mr. Gardner) Do you know who the person was that
18 you spoke to?
19 A. Yes, sir, Ken Ashley. The other personnel manager that
20 you were talking about, he quit the day that he hired me. He
21 left there that same day.
22 Q. Do you know his name?
23 A. I believe it was McComb that he was talking about, I
24 don't know.
25 Q. All right.

Would you please tell us what was said during that conversation by you and by Mr. Ashley?

A. Well, I told him that I wanted my check and he got to looking around his drawer for it. He took it out and he kind of held it there for a minute, and he said, "I don't know what you hope to gain by walking the picket line out there." He said, "Even if the company signed the contract, why, you wouldn't have a job here." I remember asking him "Why was that?" and I believe he answered that it was because I went to work there after the other people had already went on strike. I told him that the Union man which--he told me we would all go back, or wouldn't any of us go back. He said, "Well, you are not going to get in," and he asked me if I knew what the Union men asked for at the last meeting, and I told him, "no, sir," and he said, "They asked for eight cents on the hour raise for the men and check off cards so that they can charge you all six dollars a head a month." I said, "No seniority or nothing else?" and he said, "No seniority and only officers of the Union would have a place to work there." He said, "The rest of the fellows weren't even mentioned."

He said, "We had plenty of men working out there now," and I said something to the effect that they had to be trained, they weren't trained men for the job, and he said, "Well, the ones that was on suckle had to be trained at one time." Then he said something about the people that owned that company had

1 plenty of money and that they owned interest in several other
2 companies here in Jackson, and he called a couple of names, but
3 I don't remember which names it was and that they would shut
4 this place down before they would sign a contract with the
5 Union. Then I said that they sure wasn't paying me all that
6 much money. If they had plenty of money, they sure wasn't pay-
7 ing it to me. The first week they paid me an incentive of
8 $30. a week and the last two weeks it had dropped down to $10.
9 to $12. When I first started working there, we wasn't running
10 but one crew and then we were running two which was just about
11 twice as much work, putting out more steel, too. He said,
12 "Well, we had men out there with fifth and sixth grade educa-
13 tions making six and seven thousand dollars a year." And I
14 said, "Well, you sure wasn't paying me that." I said, "Eight
15 cents is all they asked for?" and he said, "I swear this is
16 true."
17 After about, well, four or five minutes, I guess, while
18 I was talking to him, he handed me my check and I walked out.
19 Q. Was that the last time you spoke to Mr. Ashley?
20 A. As far as I can remember it is. Now, I tried to get in
21 touch with him; the doctor needed a form, a 3-B form or B-3
22 form--whatever it is--on the accident that I had while I was
23 down there, and I called him twice and they said he was out,
24 busy.
25 Q. Did you speak to Mr. Ashley or any other company

1 representative after the strike had ended?

2 A. Yes, sir.

3 Q. When was that?

4 A. It was on or about the 10th day of July--wait a minute,

5 August, August.

6 Q. This year?

7 A. Yes, sir, of this year. They told me that everybody was

8 going back and trying to get their jobs back, and that's what

9 the Union wanted us to do and so I went back down there and told

10 him that I wanted a job.

11 Q. Was anyone with you at the time?

12 A. No, sir.

13 Q. Was anyone else present during that conversation other

14 than yourself and Mr. Ashley?

15 A. No, sir, he was talking to somebody else when I went

16 in there, but he got through with them and told another fellow

17 that I was waiting, just to wait a minute.

18 Q. Who was it, do you know?

19 A. I believe it was a couple of colored guys that were

20 trying to get a job.

21 TRIAL EXAMINER: You were trying to talk to Ashley at

22 this time?

23 THE WITNESS: Yes, sir, I was trying to get to talk to

24 him. That's, wait a minute, now. That was when I went down

25 there to get my check, I believe. Now, he wasn't talking to

1 anybody--there wasn't nobody else in there at either time,
2 when I went to get my check, or when I went down to try to
3 get my job back.
4 Q. Can you tell us what was said when you went back to
5 ask for your job?
6 A. He said that we didn't have any openings. When he got
7 one, he would call me, and I said, I told him that I would take
8 anything that he had open.
9 Q. What did he say? Anything?
10 A. He said he would just call me when they would have an
11 opening.
12 Q. Has the company been in contact with you since that con-
13 versation?
14 A. No, sir.
15 Q. Have you been in touch with the company since then?
16 A. Only I went out to the gate and the gate guard called
17 him about that doctor's form.
18 Q. When you went to apply for your job, did you have to go
19 to the gate first?
20 A. Yes, sir.
21 Q. Is there someone stationed at the gate?
22 A. Yes, sir.
23 Q. What do you have to do? Do you have to ask permission
24 to get in, or how does that work? Would you tell us?
25 A. Well, when I went to see about a guard--to see about

1 the job, the guard at the gate--it was at night time and there
2 was nobody down there--and I was told that you could go down
3 there any time that they were needing men pretty bad and I was
4 needing a job and he gave me--he called somebody, and he gave
5 me an application to fill out and bring in the next day, so I
6 did.
7 Q. You brought the application in when you went to speak
8 to Mr. Ashley?
9 A. No, sir, the other personnel manager was there.
10 Q. That's when you hired in?
11 A. Yes, sir, that's when I hired in.
12 Q. I am speaking now about August, I think you said it was
13 August when you went and asked for your job back, you spoke to
14 Mr. Ashley?
15 A. Yes, sir, around the 10th of August.
16 Q. What time of day was that, do you recall?
17 A. No, sir, I don't remember whether it was morning or
18 evening to tell you the truth about it.
19 Q. Did you have to wait at the gate before going in and
20 speaking to Mr. Ashley?
21 A. Not any length of time. I believe he called--asked me
22 who did I want to speak to and he called and told them and
23 said, "Go on down there."
24 MR. GARDNER: I have no further questions.
25 MR. STOUT: I make the usual demand for production of

1 pretrial statements, affidavits, and to anything else to which
2 I am entitled under the rules.
3 MR. GARDNER: Would you be more specific?
4 MR. STOUT: Let's--do you really want me to be?
5 MR. GARDNER: No.
6 Let the record show that I am producing Mr. Lester's
7 affidavit.
8 TRIAL EXAMINER: We will be off the record.
9 (Discussion off the record.)
10 TRIAL EXAMINER: On the record.
11 MR. GARDNER: Let the record also show that I am hand-
12 ing over to Mr. Stout a form which Mr. Lester signed similar
13 to the one that had been offered as Respondent's 2.
14 MR. STOUT: No, 1(b).
15 TRIAL EXAMINER: We will be off the record.
16 (Discussion off the record.)
17 TRIAL EXAMINER: On the record.
18 CROSS EXAMINATION
19 Q. (By Mr. Inman) Mr. Lester, did you go to school at
20 any time while you were working out at Mississippi Steel?
21 A. Yes, sir.
22 Q. What were your school hours?
23 A. From 6:30 until 8:30 on Monday and Wednesday nights.
24 Q. 6:30 to 8:30 at night?
25 A. Yes, sir.

1 Q. Mondays and Wednesdays?

2 A. Mondays and Wednesdays.

3 Q. You weren't going to school at any other time?

4 A. No, sir.

5 Q. Was this throughout your employment at Mississippi Steel

6 that you were going to school?

7 A. Yes, sir.

8 Q. How many times did you reapply for work after you left

9 there on strike?

10 A. Just that one time, yes, sir.

11 Q. In August?

12 A. August, yes, sir.

13 Q. Were you going to school at that time?

14 A. Yes, I am still going to school.

15 Q. You were going to school at the time that you reapplied?

16 A. Yes, sir.

17 Q. You worked in the melt shop?

18 A. Yes.

19 Q. What time does the melt shop shift start in the evening?

20 A. They have swing shifts.

21 Q. What is the--the melt shop operates at night during the

22 week and over the weekend, is that right?

23 A. Not while I was working there.

24 Q. How did it operate?

25 A. It was closed completely on Sundays and Saturdays.. In

1 other words, the weekend. And I believe one shift started at
2 five to one and the other three shifts worked eight hours each
3 and my schooling was talked about when I applied for the job
4 and he said, "Well, we will work this out."
5 Q. This was when you were initially hired?
6 A. Initially hired and after--during,too. The foreman
7 asked me about it and told me, he said--I forget just exactly
8 what he said--but he said, "Somebody told me that you are going
9 to school," and I said, "Yes," and told him what time. He said,
10 "Well, we won't let your work stand in the way of going to
11 school, that you can work a different shift."
12 Q. And you came in later than the normal shift while you
13 were working there, is that right?
14 A. I tried to work it out to where I could go to school on
15 Monday night and work on Wednesday night. This is an adult
16 training program, and you don't have to have any certain hours.
17 Q. Did you have to work on Mondays?
18 A. At the plant?
19 Q. Yes.
20 A. Yes, sir, I had to work. He said if I wanted to take
21 off and go to school that that would be all right, they wouldn't
22 let the work stand in the way of the school.
23 Q. Did you take off the whole shift on the nights that you
24 went to school, or did you come in to work late?
25 A. At that time we were working all kinds of overtime.

Q. Well, normally, with the normal shift that you were working, did you come in later than the other men on your shift, or did you just not report at all if it was a night that you were going to school?

A. Oh, I come in later and worked over sometime and sometime he would say, "Come in on the other shift."

Q. What nights a week were you working?

A. At the plant?

Q. Yes.

A. I worked sometimes--to tell you the truth about it, I don't know. Sometimes I would take off the Monday and sometimes I would take off the Wednesday, you see? I tried not to let my school go too far along without going, and then my job. You see, when I didn't go to work, I went to school. Then I come in as quick as I got out of school.

Q. In other words, when you took off to go to school, you came in later that evening?

A. Yes, sir, usually, but there are times that I didn't.

Q. How much time did you miss from work other than for school? How many times were you just plain absent?

A. No times that I was just plain absent. I was sick, I believe, two days of the entire time I was employed there.

Q. How long were you employed there?

A. From June 1st until, I believe, it was one day before August 15th. That would put it on--back up a moment, July 14th.

1 Q. And in that time except for coming in late on school
2 nights, during that time you were only absent two days?
3 A. I don't know.
4 Q. Well, could you give me an estimate?
5 A. Two days is as far as I know.
6 Q. Those two days you were sick?
7 A. Yes, sir, absolutely.
8 Q. Have you ever been reprimanded for being absent?
9 A. You mean told to be there?
10 Q. Yes.
11 A. No, sir--
12 MR. GARDNER: Mr. Examiner, I am going to object at
13 this point. I don't know what the relevancy is in this line
14 of questioning, quite frankly.
15 TRIAL EXAMINER: This line of questioning, you mean,
16 from the beginning of the cross examination?
17 MR. GARDNER: Well, about his going to school and work-
18 ing on a part time basis, the whole line, yes. That whole
19 line of questioning regarding that particular thing.
20 TRIAL EXAMINER: Mr. Inman?
21 MR. INMAN: I don't want to educate the witness. Could
22 we have him leave?
23 TRIAL EXAMINER: Well, I am going to overrule the ob-
24 jection because I can see a relevance. If it's not pursued
25 too far, I get the general relevance.

1 Q. (By Mr. Inman) Let's go back to the matter of repri-
2 mand. Were you ever called down or fussed down or reprimanded--
3 whatever you want to call it--for being absent?
4 A. Only by--like I told you, he asked me why I was out and
5 I told him it was on account of school, and he said, "Well,
6 I'll see him about it." or something like that, and he did and
7 he said it would be all right.
8 Q. See who about it?
9 A. See my immediate boss.
10 Q. Who was that?
11 A. One of the Lewis or Lacy, one of those didn't know why
12 I was out, you know, and he asked, you know, why I wasn't there
13 and I told him the foreman, the plant foreman, knew about it.
14 That I was--I would be out the approximate--see, it would be
15 four hours. You see, the shift normally starts at 5:00, you
16 know, when I was on the swing and I went to school at 6:30.
17 Well, I got out at 8:00 and it would be 9:00 before I could get
18 back out there, so it would be from five to nine, four hours,
19 you see, and then I would have to work four hours over or, well,
20 you know, one way or another.
21 Wait a minute, what was the question now?
22 Q. That's all right. You have answered it.
23 Was that the only time that you were questioned in con-
24 nection with this going to school?
25 A. I think some of the men that worked there might have

1 said something about "You wasn't here at a certain time," or
2 "How come you get to be a privileged character?" or something
3 like that. You know, I don't remember who might have said that,
4 but it seems like--
5 Q. How about when you were out those couple of days being
6 sick? Nobody questioned you about that?
7 A. Nothing but--I think since you mention it, I think
8 Lewis and Lacy said something about it. In fact, let's see,
9 I came in and he put another fellow in my place at work and I
10 said, "Why did you do that?" and he said, "You was out yester-
11 day," and said, "You are too short for this job." He said,
12 "We need a fellow taller for this job."
13 Q. When you were out sick those two days, did you call in
14 and report that you were going to be out sick?
15 A. I believe I had my wife to call. We don't have a phone
16 at the house.
17 Q. Where is the nearest phone?
18 A. The nearest phone that I can use is about a block or
19 two blocks away.
20 Q. Is that were she called from?
21 A. No, sir, she called from where she works.
22 Q. Do you know who she talked to?
23 A. No, sir.
24 Q. You were never reprimanded for being out on those two
25 occasions when you were sick?

1 A. Well, he made a big to do over it, yes, sir.

2 Q. Who is "He"?

3 A. One of my, you know, immediate--Lewis or Lacy, one.

4 Q. I see. Your supervisor made a big to do about it?

5 A. In that he took my job away from me. It was supposed

6 to be a highly paid job. In other words, the highest--in other

7 words, a good rate of pay job after you have been there so long

8 a time.

9 Q. This was that $1.35-job?

10 A. That was I was being paid, yes, sir.

11 Q. Let me be sure that we are correct; except for missing

12 school several hours twice a week--was it just twice a week

13 that you missed for school?

14 A. Four hours is all I have to go to school a week.

15 Q. Four hours a week?

16 A. Yes.

17 Q. It might be on two nights or one night?

18 A. No, sir, I go Monday and Wednesday.

19 Q. Monday and Wednesday?

20 A. Yes, sir, two hours each time.

21 Q. Two hours each time?

22 A. Yes, sir.

23 Q. But you missed four hours of work insofar as the regular

24 starting time of the [illegible] time, right?

25 A. Each time I [illegible] school, yes, sir.

Q. Now, besides that, besides missing part of the shift twice a week and besides the two times that you were out absent, were you absent at any other time?

A. These are the two times that I remember. If I was absent, I don't remember it.

Q. Did you voluntarily leave your work, Mr. Lester?

A. Voluntarily leave my work? Completely quit?

Q. Went on strike?

A. I went on strike; I didn't quit. I went on strike, yes, sir.

Q. You weren't fired?

A. No, sir, that was one of the days that I was being sick.

Q. You weren't discharged for being absent?

A. No, sir, I wasn't fired for being absent. At least I wasn't told that I was.

Q. You went out on strike one of the days that you were sick, is that it?

A. I was sick one day; the next day I signed a card with the Union and that was what I was saying to start with. It was on the 15th that I signed the card and it was on the 14th that I didn't go back to work.

Q. And after the 14th, was the 14th the day that your wife called and told them that you were sick?

A. I told her to call and tell them that I was sick.

Q. Then you never went back after the 14th?

1 A. Yes, sir, I went back.

2 Q. I mean to work.

3 A. I went back to apply for my job, yes, sir.

4 Q. You went back to apply for your job?

5 A. Yes, sir, on August the 10th.

6 TRIAL EXAMINER: But you never actually worked since

7 that date, July 14th?

8 THE WITNESS: Just the--

9 TRIAL EXAMINER: Since July 13th? July 13th was your

10 last day at work?

11 THE WITNESS: On or about there, yes, sir.

12 MR. INMAN: May I have a moment, please, sir.

13 Q. (By Mr. Inman) How many days after you signed this Union

14 card did you go on the picket line?

15 A. It was either four or six days and if I could, I would

16 like to say something else, too.

17 Q. Is it in answer to that question?

18 A. It was in answer to another one of your questions about

19 when I went on strike.

20 Q. Well, we will get back to that.

21 It was five or six days between the time that you signed

22 the Union card and the time that you appeared on the picket

23 line, is that right?

24 A. Yes, sir.

25 Q. And in between [illegible] times, you didn't have any

direct communication with the company, is that right?

A. (No response)

Q. You didn't--

TRIAL EXAMINER: Do you understand the question? During the four or five or six days, were you in touch with the company?

THE WITNESS: Not that I remember.

Q. (By Mr. Inman) You didn't send them notice that you had signed a Union card, or anything like that, did you?

A. No, sir.

Q. What was the date that you applied to Mr. Ashley to go back to work?

A. After the strike? It was on the 10th, somewhere around there close, of August.

Q. You were told at that time that they had no present openings, is that right?

A. Yes, sir, that's right. He said he didn't have no openings.

Q. Did he tell you to stay in touch with them in case there were some openings?

A. No, sir, he said he would get in touch with me. He wrote my name down on a little piece of yellow paper like you are writing on now.

Q. You said that you went back and applied because the Union sent word to you that was the thing to do, to go

1 back and ask for a job, is that right?

2 A. Yes, sir.

3 Q. The truth is that you thought it was a lousy place to

4 work, didn't you.

5 A. Yes, sir.

6 Q. And you didn't really want a job there at all, did you?

7 A. I had to have some money to live off of, yes, sir.

8 Q. And you wanted that lousy job even as bad as it was?

9 A. Even as bad as the conditions that I was working under,

10 yes.

11 Q. Were you told that if you reapplied and you didn't get

12 a job that you would later get all of the money that you lost

13 because of the strike?

14 A. I was told that at one time, but I don't believe it was

15 at that time, no, sir.

16 Q. But at one time Mr. Edwards or somebody else told you

17 that?

18 A. He told me that if--or somebody told me that if we won

19 the case that we would get thecompany would have to pay us for

20 the time that we were off. Well, I got a letter to that effect,

21 I believe, is where I heard that.

22 Q. From the Union?

23 A. Yes, sir, I believe it was from--not from the Union, but

24 from the Labor Relations Board, if I am not mistaken.

25 Q. Do you recall giving a statement to an agent for the

1 Board?

2 A. Yes, sir.

3 Q. A Mr. Stalder about the 4th of August 1966?

4 A. That was the night that I went down there to talk to

5 the personnel manager, yes, sir.

6 Q. This was the night that you talked to the personnel

7 manager at the company?

8 A. That same day, that night, I went to make the statement,

9 the 4th day of August.

10 Q. Have you ever seen this statement to read?

11 A. Yes, sir, I was given a copy of it, yes, sir.

12 Q. To keep for yourself or just to read before you signed

13 it?

14 A. To keep--at that time it was just to sign.

15 Q. When were you given a copy to keep?

16 A. About two weeks ago. I believe it was somewhere around

17 in there.

18 Q. Have you talked to anybody about your testimony before

19 today?

20 A. Not particularly about the testimony. When I--as quick

21 as I came out from the personnel manager and he told me what

22 he did, Bill said, "Remember that. I was hoping he would say

23 something like that." He said, "Remember that now and that's

24 against the law for him to say that."

25 Q. Since that time, since you gave the statement, have you

1 talked to anybody about giving your testimony?

2 A. About my statement, yes, sir, but not about my testimony.

3 I don't believe it was about my testimony.

4 Q. When was that?

5 A. Well, I talked to my wife about it. I talked to my

6 lawyer--I say my lawyer--he's a lawyer of the Board.

7 Q. Mr. Gardner here?

8 A. Yes, sir.

9 Q. How long ago was that?

10 A. I don't remember. Could you ask him?

11 MR. GARDNER: Ask me.

12 Q. (By Mr. Inman) Did anybody ever tell you to review this

13 statement so that you would recall clearly what to testify to?

14 A. It was the other way around. I told him that I was try-

15 ing to get it, you know, in my mind--was the way it happened.

16 In fact, I told him that I was trying to memorize this as best

17 as I could and he said, "Well, don't do that." He said not to

18 do that. He said, "If it's the truth, it will come out." and

19 I said, "Well, it's the truth, but I didn't want to get up

20 there and make a fool of myself."

21 Q. Did you go to a Union meeting last night?

22 A. Yes, I believe that was where it was said.

23 Q. Was anything said at that time at that meeting that--

24 depending on your testimony today--you would get your back pay?

25 A. No, sir, not that I remember.

Q. Did they say anything to you in that meeting about the money that you would get if this case turned out successfully?

A. Not that I remember, no, sir.

Q. Have you calculated what you will get if you win this case?

MR. GARDNER: I object to that.

TRIAL EXAMINER: Mr. Inman, I don't know how far we are going to go. We have a long case ahead of us and this is getting fairly remote. If you have in mind credibility, there is a limit. What is your purpose in this line?

MR. INMAN: Well, of course, it goes to their credibility and I think it also goes to their prejudice in the matter, their motivations. I think these are relevant and we have very little opportunity to prepare for these cases.

TRIAL EXAMINER: Yes, I know. So far as relevance, it might have a very general relevance, but it's not meeting the issue and, as I say, I am concerned with the fact that we are just on the beginning, the second witness here, and if we are going to go through these remote areas, we will never get through with the case. I will permit this question, but I will stop you if you continue this line.

You may answer the question; "Have you calculated how much you will get?"

THE WITNESS: (No response)

MR. INMAN: Would you read it back?

TRIAL EXAMINER: If you want the reporter to read it back--

THE WITNESS: I know what the question is.

TRIAL EXAMINER: You have the question in mind?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: You may answer it.

THE WITNESS: Only in my mind, not on pencil and paper and the answer was not very much because I have been working since I was off.

Q. (By Mr. Inman) Were you working at the time that you reapplied in August?

A. No, sir, I surely wasn't.

Q. When did you go to work again?

A. I worked for about a month and a half and I quit--was laid off the 7th day of November.

Q. Were you laid off for lack of work or were you fired?

A. Lack of work--

MR. GARDNER: I object, Mr. Examiner. If we are going to get into matters that might affect compliance in this case--if it gets that far--we will be here for months. It's ridiculous.

TRIAL EXAMINER: Well, I am going to sustain the objection. So far as the question goes, it pertains to back pay which is not relevant.

Q. (By Mr. Inman) You stated that you said to Mr. Ashley

1 on this occasion when you came up to pick up your one day's
2 pay check, that the Union man had said something about every-
3 body going back to work. What was that?
4 A. (No response)
5 TRIAL EXAMINER: Did you understand the question?
6 THE WITNESS: No, sir, I don't believe so.
7 Q. (By Mr. Inman) Back in this conversation--to place it--
8 you went into Mr. Ashley's office to pick up a check?
9 A. My check, yes.
10 Q. Do you recall that conversation?
11 A. Yes, sir.
12 Q. During the course of that conversation, you said to him,
13 as I understood it, that some Union man had said something about
14 either nobody was going back to work or they would all go back
15 to work. What was that? What did you tell Mr. Ashley?
16 A. I told him that I was told that the contract that would
17 be signed would stipulate that we would all have jobs there.
18 Q. Had someone, in fact, told you this?
19 A. Yes.
20 Q. Who?
21 A. I don't know for sure, but I believe it was Mr. Edwards.
22 He is the only Union man that I was referring with at that time,
23 being a representative. Now, I could be wrong on that.
24 Q. Let's try to clarify something. I want you to try hard
25 to get this clear. You stated that Mr. Ashley told you that

1 only the officers would have a place to work, that the Union
2 didn't mention the others who were out on strike. Was it when
3 he said that the Union had proposed that the officers and the
4 committee men be given first preference for the available jobs?
5 A. No, sir, he said what I said.
6 Q. Which was what?
7 A. Which was only officers of the Union would have a place
8 to work there. "The rest of you fellows weren't even mentioned.
9 I know this, because it kindly--it made me feel bad about the
10 Union because they had told me two or three different other
11 things about that. Naturally, he was in a position to know
12 more than I was because I wasn't at the meeting.
13 Q. What was this statement that you made to Ashley about
14 having to train the men who were at work at that time?
15 A. It was to my understanding because I was told that the
16 longer you stayed there, you move up from job to job and you
17 had to be trained for these jobs and, in fact, I was told there
18 at one time if I didn't want to move up to these different jobs,
19 I should just go some place else. That was what I meant by
20 being trained to work there.
21 Q. Well, how did this come up in your conversation with Mr.
22 Ashley?
23 A. I was speaking on the fact that there were so many men
24 on strike and that very few were coming in to work, and he
25 said that we had plenty of men out there and I said, "Yeah,

1 but they had to be trained." Meaning that we had trained men
2 out there on strike ready to go back to work and he said, "We
3 have got plenty of men out here." And I said, "Yeah, but they
4 have to be trained." The way I understand it, it take a good
5 while to get trained to work there or to find somebody to stay
6 there long enough to get trained.
7 Q. Have you testified to everything that was said in that
8 conversation with Mr. Ashley?
9 A. There was other things said, but I don't know just ex-
10 actly how they fit in. In fact, I would like to clarify one
11 thing on my part that I have said. I said--the day that I went
12 on strike, I came out--I signed the Union card on the 15th, but
13 I actually myself went on strike two days before that and if
14 Mr. Edwards will remember, I came out the gate in my truck and
15 I asked who to see about joining the Union and he said, "See
16 the fellow standing out there at the end of the road," which
17 was Mr. Edwards, and I told him that I wanted to join the Un-
18 ion and he was the person to see and he told me to come at a
19 certain date to the Union hall.
20 Q. That was on what date?
21 A. I believe it was on the 13th, the day I got off from
22 work.
23 Q. Was that the day that you were absent?
24 A. The morning that I got off from work.
25 No, sir, the next day, then, I was absent from work

because I was sick. That's the reason I wanted to clarify that. You were making it sound like I went on strike--

Q. Just a minute.

MR. INMAN: I would like to state that I am not engaging in a debate with the witness.

A. I was just trying to clarify myself.

Q. (By Mr. Inman) Just stick to the questions.

In connection with your application to come back to work, did anyone accuse you of any misconduct while you were out on the strike.

A. You mean while I was talking to Mr. Ashley down there about a job?

Q. Yes.

A. No, sir, he just asked me what I wanted and I told him I wanted a job.

Q. Did you hear anything about a car being dynamited of one of the employees while the strike was going on?

A. I heard four or five different tales, yes, sir, and that was one of them.

Q. Did you dynamite that car?

A. No, sir.

Q. Do you know [illegible] about that?

A. No, sir.

Q. [illegible]

A. [illegible] happened.

1 Q. Have you ever heard anything discussed concerning who
2 might have done it?
3 A. No, sir.
4 Q. Did you ever see any dynamite in the Union hall?
5 A. No, sir, I think it's against the law to have it, isn't
6 it?
7 Q. That's not the question.
8 A. "No" is the answer.
9 Q. Was the dynamiting discussed at a Union meeting in your
10 presence?
11 A. No, sir. I believe it was before I went on strike when
12 that occurred that the car was blown up.
13 Q. On or about June 8, 1966, you were working for the com-
14 pany then?
15 A. I started June 1st, yes, sir.
16 Q. June 1st. Did you fire a gun into the home of Jimmy
17 Clark?
18 A. At that time I didn't own a gun, and the answer is
19 "No, sir."
20 Q. Did you fire a gun into the home of Ray Eastland?
21 A. No, sir, I don't believe in such doings.
22 Q. Do you have any knowledge of either one of those
23 incidents?
24 A. Only that I was told that such happened.
25 Q. On or about June 26th of this year, did you cut the

1 tires of Clyde McNair's car?
2 A. That was my car.
3 Q. That was your car?
4 A. Yes, sir, it was a '56 Ford, I sold it to him and he
5 never did pay me for it.
6 Q. At the time you were the supposed owner of it though,
7 is that right?
8 A. He wrote me a bad check for it, which I still have, yes
9 sir.
10 Q. At the time that the tires were cut, who was in posses-
11 sion of the car, you or him?
12 A. What day was it?
13 Q. June 27th.
14 A. I don't know for sure. A long about that time is when
15 I let him have it and he let me have a check to hold. He was
16 supposed to pay for it so much a week.
17 Q. Did you take the car back?
18 A. I can't find it. The company, I think, is looking for
19 him,too.
20 Q. Did you say Lacy was one of your supervisors?
21 A. Lewis and Lacy. I don't know what part of their names
22 that is.
23 Q. On or about June 27th, did you make a phone call to
24 Lacy's home and threaten that if he came to work he would be
25 blown up?

1 A. No, sir.

2 Q. At any time did you make such a threat?

3 A. No, sir, I never did hear about that one. He got his

4 tires punctured. I heard about that.

5 TRIAL EXAMINER: Mr. Lester, you must try to confine

6 yourself to the question. Just answer that question and go

7 no further.

8 THE WITNESS: Yes, sir.

9 Q. (By Mr. Inman) In an effort to refresh your recollec-

10 tion, Mr. Lester, you testified that you made this application

11 to return to work on August 10th?

12 A. On or about that day, yes, sir.

13 Q. Could it have been August 15th?

14 A. Possibly. In answer to that, the reason that I say,

15 "Possibly," according to my statement that you have, I said

16 the 15th.

17 Q. This is the statement that I am holding up here?

18 A. No, sir, I don't believe it's that statement.

19 Q. You are talking about the statement that you gave on

20 the 4th of August?

21 A. It couldn't have been. It did state something had to

22 do with the 15th.

23 Q. Have you seen that statement before you got up here

24 since you filled it out?

25 TRIAL EXAMINER: You will have to describe that for

1 the record, Mr. Inman. That's the questionnaire that is similar
2 to Respondent's 1?
3 MR. INMAN: That's right, similar to Respondent's 1(b).
4 TRIAL EXAMINER: What is the question?
5 Q. (By Mr. Inman) This is signed by you or purports to be
6 signed by you, Mr. Lester, on November 10, 1966, is that cor-
7 rect? Did you fill out such a form?
8 A. Did it come in the mail?
9 TRIAL EXAMINER: Mark it if you are going to show it
10 to him.
11 Q. (By Mr. Inman) Mr. Lester, I am showing you Respondent's
12 Exhibit 1(b), and ask you if you received a form like that in
13 the mail from the Labor Board?
14 A. That looks like the same one, or close to it.
15 Q. Did you complete the form and return it to the Labor
16 Board?
17 A. That same day, yes, sir.
18 Q. In answer to Question 4(a) which is captioned "Request
19 for Reinstatement after Strike, give date you applied." What
20 was your answer?
21 A. Let me see now, what was--
22 TRIAL EXAMINER: If you remember exactly what you put
23 down, you may answer, but I think, Mr. Inman, we don't want to
24 get into a memory test here of what he put down.
25 MR. INMAN: I am not trying to do that. I am just

1 trying to avoid cluttering up the record with a lot more
2 exhibits.
3 Could we have a stipulation that he put down "August
4 15th" and solve it that way?
5 MR. GARDNER: "August 15th, app.," approximately. That's
6 what he has on the statement.
7 TRIAL EXAMINER: All right.
8 The stipulation is admitted.
9 A. That must have been where I got the other--where I put
10 that down.
11 Q. (By Mr. Inman) You are not exactly certain what the date
12 was, is that right?
13 A. At that time I wasn't, but now I am fairly sure that I
14 am.
15 Q. And that is what?
16 A. On or about the 10th.
17 Q. On or about?
18 A. Yes, sir.
19 MR. INMAN: That's all we have.
20 TRIAL EXAMINER: Mr. Gardner?
21 MR. GARDNER: Nothing further.
22 TRIAL EXAMINER: The witness is excused.
23 (Witness excused)
24 TRIAL EXAMINER: We will be off the record.
25 (Discussion off the record.)

1 TRIAL EXAMINER: We will be on the record.

2 Mr. Gardner?

3 MR. GARDNER: Call Roy Pendergrass.

4 ROY WAYNE PENDERGRASS

5 was called as a witness by and on behalf of the General Counsel

6 and, having been first duly sworn, was examined and testified

7 as follows

8 DIRECT EXAMINATION

9 Q. (By Mr. Gardner) State your full name.

10 A. Roy Wayne Pendergrass, P-e-n-d-e-r-g-r-a-s-s.

11 TRIAL EXAMINER: Please try to speak up, Mr. Pendergrass.

12 THE WITNESS: Yes, sir.

13 Q. (By Mr. Gardner) What is your address?

14 A. 733 Broad Street, Jackson, Mississippi.

15 Q. When were you employed by Mississippi Steel?

16 A. September 1, 1964.

17 Q. What was your job?

18 A. Lab technician.

19 Q. What was your rate of pay?

20 A. $1.80 per hour.

21 MR. STOUT: I didn't get that.

22 Q. (By Mr. Gardner) $1.85?

23 A. $1.80; $1.85 when I left.

24 Q. You refer to when you left; was this prior to the strike?

25 A. This was after I had gone back to work after the strike

1 Q. What was your rate of pay before the strike?
2 A. $1.80.
3 Q. Did you take part in the strike out at the company?
4 A. Yes, sir.
5 Q. When did that begin, do you recall?
6 A. About April 23, 1966.
7 Q. At any time during the time that you were striking, did
8 you speak to any company officials?
9 A. Yes, sir, I spoke to a plant superintendent, Mr. Dyas.
10 Q. When was that, sir?
11 A. This was about, about at the end of the fourth week
12 after the strike.
13 MR. STOUT: I am sorry, Mr. Examiner. I simply can't
14 hear this gentleman.
15 TRIAL EXAMINER: Would you try to pull your chair up a
16 little bit and speak so everybody in this courtroom can hear
17 you.
18 THE WITNESS: Yes, sir.
19 A. (Continuing) The answer was approximately at the end of
20 the fourth week after the strike.
21 Q. (By Mr. Gardner) You spoke with whom?
22 A. Mr. Dyas, plant superintendent.
23 Q. This strike, you stated, began April 24th?
24 A. April 23rd.
25 Q. Where did this conversation take place?

1 A. At the picket line in front of the gate.

2 Q. Would you relate what was said at that time?

3 A. Mr. Dyas stopped and asked me if I was ready to come

4 back to work and I said, "No, sir, not quite." He said, "What

5 do you mean, 'Not quite?' you be ready Monday." And I said,

6 "No, sir, I don't guess I will." He turned his head and said

7 something that I didn't hear and he went on in.

8 Q. Did you at any time during this strike attempt to get

9 your job back?

10 A. Yes, I went back on possibly July 20th.

11 Q. With whom did you speak?

12 A. I spoke with Mr. Dyas.

13 Q. Where did that conversation take place?

14 A. In Mr. Dyas' office.

15 Q. Was anyone else there at that time?

16 A. Nobody while the conversation was going on; a couple

17 of people come in while we were having the conversation, but

18 not during the conversation and none of them overheard the

19 conversation.

20 Q. Will you please tell us now what was said during that

21 conversation?

22 A. Mr. Dyas took me in and told me to sit down. He sit

23 down and the first thing he said was, "I would like to tell

24 you that I admire you for standing up for what you believe in."

25 I said, "Yes, sir, I have been out of work a long time." And

1 he said," "I know it." He said, "The strike has been hard on
2 everybody." He asked me where I worked, and I told him at
3 Standard Oil and that my base pay was $3. a week more out there
4 and he said, "But you don't make the overtime that you do here."
5 I said, "No, sir, but I called the company metallurgist, Mr. Joe
6 Kellum, the night before or two nights before, and he said there
7 wasn't much overtime out here now," and he said, "No, but there
8 soon will be. We will be putting on a third shift in the melt
9 shop before long," and I said, "Yes, sir."
10 We talked about the Union a little bit. He said that
11 Mr. Edwards had started a new sign-up campaign and was trying
12 to get the guys down there working in the plant to join the
13 Union and he said that he didn't understand that. He said that
14 he didn't understand why they wanted the seniority clause. He
15 said, "We have got 200 people working here and if we sign a con-
16 tract with the seniority clause in it," he said, "We will have
17 to bring those 200 people in and let people go." He said, "We
18 can't understand these guys down in here signing the Union
19 cards and going on strike." I said, "Well, I understand that
20 they have had a few that did." And he said, "Yes, we think
21 there have been a few that has joined." He went on and stated
22 that the company wouldn't be going Union." He said, "When
23 they had the stockholders meeting," he says, "one stockholder
24 throwed up his hands and said all the rest of them," said,
25 "you should have seen them. All of them throwed up their

1 hands to keep this plant the way it is." He said, "This com-
2 pany has got money and these stockholders have got money," and
3 said, "they will close this place down for two years to keep
4 it like it is." I looked at him in disbelief and he said,
5 "And they will do it, too." I said, "Yes, sir, I don't doubt
6 that."

7 He said then that they had already hired--he said he
8 wished that I had came in a few days earlier--they had already
9 hired a guy as a lab technician. There usually weren't many
10 applications for that job. He says, "Here lately, we have had
11 about five real good applicants," he said, "This guy that we
12 got has had about fifteen years lab experience and a real good
13 man." I said, "A real good man, huh?" and he said, "Yeah."
14 This was about the end of the conversation. I told him, I
15 said, "Well, Mr. Dyas," I says, "Well, if things didn't work
16 out just right for them--that I had come by the plant to turn
17 in my resignation," and he told me that he wouldn't do that,
18 said that I might lose my seniority. He said, "Not that it
19 would mean anything." He says, "If that's what you really
20 want to do," says, "go ahead and do it." But I didn't. I
21 didn't turn in my resignation then and then I left.

22 Q. Did you go back to picketing and engaging in the strike?

23 A. No, sir, I was working then.

24 Q. Where did you go to work?

25 A. At Whittington Standard Oil, service station work.

1 Q. Did you at any time after this occasion go back and ask
2 for your job with Mississippi Steel?
3 A. Yes, sir, I went back on August 8th.
4 Q. Was anyone with you when you returned on that day?
5 A. No, sir.
6 Q. Do you recall what time of day it was when you went out
7 there?
8 A. It was about 1:00 P. M.
9 MR. INMAN: What was the date?
10 THE WITNESS: If I am not real mistaken, it was August
11 8th.
12 Q. (By Mr. Gardner) With whom did you speak on that
13 occasion?
14 A. I spoke to Ken Ashley.
15 Q. All right.
16 Was anyone else in there when you spoke to him?
17 A. No, sir, somebody came in, but he didn't hear any of
18 the conversation, Mr. Paul Board.
19 Q. Where was this? in his office that you spoke to him?
20 A. It was Mr. Ashley's office.
21 Q. All right.
22 Will you tell us what was said on that occasion?
23 A. I asked him, told him that Jimmy Payne had called me
24 and told me that the strike was over and if I wanted to go
25 back and ask for my job back and he said--asked me if I would

1 consider taking anything else and I told him, "No, I couldn't
2 see that." He said, "Well, there's nothing open now." He
3 said, "If anything comes up, we will let you know."
4 Q. Were you contacted at any time by the company after
5 that?
6 A. Yes, sir, I went back to work on August 29th. They
7 called me the Wednesday prior to that.
8 Q. Who called you?
9 A. Ken Ashley.
10 Q. Now, you are referring to August 29th?
11 A. Yes, sir, I went back to work.
12 Q. What job were you performing?
13 A. Lab technician.
14 Q. What was your rate of pay?
15 A. $1.80.
16 Q. Who was your supervisor?
17 A. Joe Kellum.
18 Q. Did you have occasion to speak to Mr. Dyas at any other
19 time after you were brought back to work?
20 A. Yes, sir, after I went out there--about 7/20th I went
21 down to the employment office and a few days later they told
22 me out at the steel mill they were paying lab technicians
23 $350. a month which I find it hard to believe and I told him
24 and he said, "Well, if they are not, Mr. Ashley is lying to
25 us." I said, "Well, maybe they are."

1 Q. Did this occur before you went back on August 29th?

2 A. Yes, sir. This was after I spoke to Mr. Dyas on July

3 20th or 22nd, somewhere in around the 20th, something like

4 that.

5 Q. All right.

6 Go ahead.

7 A. After I went to work out there, I kind of expected that

8 that was what I would be making and I--after I got my first

9 check, I find out that I wasn't. I asked this guy that they

10 had hired while I was out on strike what he was making, and

11 he told me it was $350. a month.

12 Q. What was his name, do you recall?

13 A. Charlie Bishop.

14 Q. What was he doing?

15 A. He was doing the same type of work that I was doing.

16 Q. Go ahead.

17 A. I asked Joe--this is Joe Kellum, he's our supervisor--

18 should I go and talk to Mr. Dyas and see about it and he said,

19 "Yes, I would." He said, "I would have talked to him before

20 I came back to work out here."

21 So I went over to talk to Mr. Dyas and went in his of-

22 fice and asked him could I talk to him a few minutes and he

23 said, "Yes." I asked [illegible] "Are we all going to be equal?"

24 [illegible] Excuse me, did [illegible] tell us when this occurred?

25 [illegible] This was [illegible] weeks after I started to work out

1 there, in the second week.

2 And he said, "Yes," I says, "Mr. Dyas, are we going
3 to be equal in the lab as far as what is called upon us to
4 do and everything?" and he said, "Yes." He says, "You will
5 be equal in the length of time that you have been with the
6 company and what your ability to do is." I says, "Well, down
7 at the employment office they told me that lab technicians were
8 hired at $350 a month." I said, "I verified this by Charlie
9 Bishop and he says that's what he is making." He says, "Yes,
10 that's about right." He says, "Isn't that about what you are
11 making?" And I said, "No." He said, "Well, this $350 a month
12 is figured on a twenty-two-day month," and he made--figured it
13 out on paper and I think it figured to be approximately two
14 dollars and four and a half or five cents an hour which was
15 more money than I was making. So he told me to go on back--
16 he also told me first, he says, "I would like to tell you that
17 we didn't get you back out here to leave." He says, "We called
18 you back out here to work." I says, "Yes, sir." I says, "That's
19 what I came back out here to do." I said, "I don't believe in
20 changing jobs all the time." I says, "Everytime you change a
21 job, it kind of hurts you in a way." I said, "If this is the
22 way the company has got to be," I says, "I will just have to
23 leave," and he says, "O. K." He says, "Go back over there and
24 I'll see what I can do about that."

25 So I did and about a week later or sometime a few days

later, Joe came back over late one evening and said--

MR. STOUT: I object, Your Honor, at this point in naming Joe Kellum, I assume he is referring to. Kellum has always been referred to by this witness as his supervisor. Kellum is part of the bargaining unit and is not a supervisor within the meaning of the Act.

MR. GARDNER: Well, he hasn't been alleged in the Complaint. I don't really know what his status is. I know we have no allegation in the Complaint and we are not contending that anything that he says is a violation. It's merely to tie these things in together, these conversations.

MR. STOUT: My objection goes to the hearsay, Your Honor.

TRIAL EXAMINER: Well, nothing is being alleged so far as Mr. Kellum's statements are concerned.

MR. STOUT: Did I understand, also, that Mr. Kellum's statements are not necessarily binding upon us?

TRIAL EXAMINER: Yes, and I would suggest to you, Mr. Gardner, to try to guide the witness rather than have a long narrative.

MR. GARDNER: All right, sir.

TRIAL EXAMINER: Make your questions more specific so we don't get into a discussion about Mr. Kellum if you are not relying on them.

MR. GARDNER: I understand, sir.

1 Q. (By Mr. Gardner) Did you speak to Mr. Dyas any time
2 after the first conversation?
3 A. Yes, I went back over to his office and he told me, he
4 says, "Roy, I have checked with my attorney," and he says, "We
5 can't give you the $350 a month." He says, "This would be a
6 violation of the National Labor Relations Board." He said,
7 "We don't set these rules up," he says, "The government does."
8 He says, "And if they want our records, we have to turn it over
9 to them."
10 TRIAL EXAMINER: Let me ask you at this point since we
11 are talking about what is and what isn't alleged; does the
12 General Counsel allege that there was a violation in this Com-
13 plaint as between the strikers and replacements?
14 MR. GARDNER: The paragraph 29 of the amendment of the
15 Amendment to Consolidated Complaint.
16 TRIAL EXAMINER: I see. Well, it wasn't clear. This is
17 paragraph 29, as amended?
18 MR. GARDNER: That is correct, sir.
19 TRIAL EXAMINER: The actual allegation is unilateral
20 action?
21 MR. GARDNER: That is correct.
22 TRIAL EXAMINER: If you are not alleging--this is what
23 I asked you before--that there was discrimination insofar as
24 the payment of lab technicians or any other employees who were
25 on strike by paying them less than replacements were paid?

1 MR. GARDNER: Our allegation of unilaterally changing
2 the wage rates of employees classified as lab technicians over
3 and above what these employees were paid before the strike is
4 alleged as 8(1), (3) and (5). Our concluding paragraphs of
5 the amendment to consolidate the Complaint, paragraphs 30 and
6 31, are so amended from the original Complaint to allege this
7 new paragraph.
8 TRIAL EXAMINER: Now, you are still talking about para-
9 graph 29, as amended?
10 MR. GARDNER: That is correct, sir.
11 TRIAL EXAMINER: Well, I don't know if you answered my
12 question, Mr. Gardner.
13 MR. GARDNER: I am not sure that I did. I am looking
14 only to the amendment of the Consolidated Complaint where this
15 paragraph on the unilateral wage increase is alleged, paragraph
16 29.
17 TRIAL EXAMINER: This witness's testimony, it covers
18 several things. Respondent should know now what it has to
19 meet, of course, and I certainly want to know what you are
20 relying on. Some of this is narrative and you are not rely-
21 ing on it.
22 MR. GARDNER: That's right.
23 TRIAL EXAMINER: Then to get back to the question that
24 I asked as a separate alleged issue--
25 MR. GARDNER: Well, let me say this. I don't think

1 the witness has completed his testimony on the conversation
2 and if it is to be completed, I think the testimony will be
3 illicited which pertains to--
4 TRIAL EXAMINER: Unilateral action?
5 MR. GARDNER: No, sir, the testimony will be illicited
6 with reference to paragraph 26 (d) and 26 (e) which are 8(1)
7 of the amendment to Consolidated Complaint. That's what we
8 are really getting at.
9 TRIAL EXAMINER: All right.
10 I follow that. It's not exactly the issue as I posed
11 it to you just now as a general proposition of paying more to
12 replacements than to strikers. Your allegation is in paragraph
13 26 (e) as amended, and in paragraph 29, as amended?
14 MR. GARDNER: 26 (d) and (e), that's correct, sir.
15 TRIAL EXAMINER: All right.
16 Please continue.
17 MR. GARDNER: All right.
18 Q. (By Mr. Gardner) You were testifying about, I think,
19 it's the second conversation with Mr. Dyas, is that correct?
20 A. He was explaining to me about the National Labor Rela-
21 tions Board. He says, "We don't set these rules up," he says,
22 "And we have got charges against us that apparently we are go-
23 ing to loose and it's going to cost the company thousands and
24 thousands and thousands of dollars." And he says, "We still
25 have got men coming back to apply for jobs. It seems that

1 Bill Edwards run off and didn't inform them that the strike
2 was going to end." And he said, "Here, too," he says, "If we
3 give you $350 a month, the only way we can do it is get a hold
4 of Bill and ask them just how much we can give you."
5 He said, "Now," he says, "If you fellows get together
6 and get a petition to petition this union out of here," he
7 says, "We can do these things the way we want to." He said,
8 "While you were out there on strike, the boss didn't care
9 whether I started this guy off at a thousand dollars a month."
10 Then he said, "Well, maybe not a thousand dollars a month," he
11 says, "But definitely more," and I told him that I just didn't
12 understand it. That I guess I would have to look for me another
13 job and that I would let him know, which I did.
14 Q. Do you recall anything else of that conversation, Mr.
15 Pendergrass?
16 A. Not off hand. I know that I left out quite a bit, but
17 I just can't think of it at the moment.
18 Q. Do you recall if he said anything to you about why he
19 could pay strike replacements this amount of money?
20 A. Oh, yes. He says, "The reason we can't do this is
21 because this fellow never has voted on the Union issue, and he
22 never did go out on strike." He said, "Joe Kellum is another
23 one. We would like to put him on salary, but," he says, "He
24 voted on the issues and this is one thing that we can't do."
25 Q. Now, before the strike, how often were you paid out at

1 there would be disciplinary action taken subject to firing.
2 Q. When did you leave the company's employ?
3 A. I think it was April 25th. Wait, wait, September 25th,
4 after I resigned.
5 MR. GARDNER: No further questions.
6 MR. STOUT: I make the usual demand for production of
7 pretrial statements, and so on.
8 MR. GARDNER: Let the record show that I am turning over
9 Counsel for Respondent Mr. Pendergrass' statement. I am also
10 turning over a copy of the questionnaire.
11 TRIAL EXAMINER: We will be off the record.
12 (Discussion off the record.)
13 TRIAL EXAMINER: On the record.
14 CROSS EXAMINATION
15 Q. (By Mr. Stout) Mr. Pendergrass, I am not certain that I
16 followed everything that you said, so I am going to ask you
17 some of the same questions that Mr. Gardner did. When was it
18 you first applied to return to work?
19 A. I think I said approximately around the 20th or 22nd.
20 Q. Of what month?
21 A. July.
22 Q. Was Mr. Dyas who you talked to at that time?
23 A. Yes, sir.
24 Q. What did you say to him when you walked in?
25 A. I was sitting in the waiting room and Mr. Dyas came in

1 and shook hands with me and told me to come on back to the
2 office.
3 Q. All right. What was the conversation then?
4 A. He sat down and told me to sit down and he said, "The
5 first thing I would like to tell you is that I admire you for
6 standing up for what you believe in."
7 Do you want me to go through the whole thing?
8 Q. Yes.
9 A. I said, "Yes, sir, I have been out of work a long time,
10 Mr. Dyas," and he said, "I know, this strike has been hard on
11 everybody." Then, let's see, he asked me where I was working;
12 I told him "Whittington Standard Oil on the old Canton Road"
13 and I told him that my base pay was $3 more a month--$3 more a
14 week there than it was here and he said, "But you don't make
15 the overtime that you do here," and I said, "Yes, sir, that's
16 right, but I called the company metallurgist, Mr. Joe Kellum,
17 and he said, "there isn't much overtime out here now," and he
18 said, "Yes, that's right, but we are going to be putting on a
19 third shift a little bit later on."
20 Q. Did you ever tell him why you were there?
21 A. No, sir.
22 TRIAL EXAMINER: Mr. Reporter, may I have that last
23 question and answer?
24 (The last question and answer was read back by the
25 reporter)

1 TRIAL EXAMINER: Please continue.

2 MR. STOUT: Yes, sir.

3 Q. (By Mr. Stout) When you went in to see Mr. Dyas,--not

4 Mr. Dyas--the day that you did talk to Mr. Dyas, July 20th or

5 22nd, you were already working at this Standard Oil station?

6 A. That's right.

7 Q. How long had you been working there?

8 A. I started on Saturday before the 4th of July.

9 Q. Did you engage in any picketing on the picket line after

10 you started to work at the service station?

11 A. No, sir.

12 Could I say something else?

13 TRIAL EXAMINER: No, just answer the questions. Mr.

14 Gardner will have an opportunity to question you again.

15 Q. (By Mr. Stout) What was it Mr. Dyas said about the stock-

16 holders in the company?

17 A. He said when they had the stockholders meeting that they

18 voted to keep that--that when one stockholder throws up his

19 hands, he said, "You should have seen them. All of them throw-

20 ed up their hands and voted to keep the plant the way it is."

21 Q. To keep the plant the way it is?

22 A. Right.

23 Q. Did he say anything else about the stockholders?

24 A. He says, he says that the stockholders have got money.

25 He said, "This company has got money," and says, "They will

1 close this place down for two years if they have to," or some-
2 thing. I don't know if "they have to" is right.
3 Q. Close it down for two years if they have to?
4 A. Right.
5 Q. Is that what he said?
6 A. I guess so, I'm not sure.
7 Q. He did not say then that they would close it down for
8 two years to keep the Union out?
9 A. No, sir. To keep it the way it is.
10 Q. Did he say they would close it down to keep it the way
11 it is?
12 A. That's what he said.
13 Q. Did he say that the stockholders voted to keep the plant
14 the way it is?
15 A. No, sir.
16 Q. He didn't say that?
17 A. No, sir. Yes, excuse me--he said that when they had the
18 stockholders meeting they voted. He said, "You should have seen
19 them. One stockholder throwed up his hand and then they all
20 throwed up their hands when they voted to keep it the way it
21 is."
22 Q. Then, it wasn't the stockholders who said they would
23 close down for two years; Mr. Dyas said the company would close
24 down for two years?
25 A. That's right.

1 Q. He did not say they would close down two years to keep
2 the plant the way it is, did he?
3 A. I'm sorry, I'm all confused. It went just the way it's
4 in my statement. However, I said it in my statement is the way
5 he said it.
6 TRIAL EXAMINER: Well, testify to what you remember.
7 Forget your statement. Testify from your memory now as to what
8 you recall was the actual conversation.
9 Q. (By Mr. Stout) I want you to tell me, please, Mr. Pen-
10 dergrass, what Dyas said about the company could close down for
11 two years, if he said anything other than that about closing
12 down for two years?
13 A. (No response)
14 TRIAL EXAMINER: Do you understand the question?
15 THE WITNESS: I am trying to relate it to the way he
16 said and it's hard to think of it. It has been a long time.
17 I would like a little time to think of--
18 TRIAL EXAMINER: Well you can't have too much time to
19 think about it. You paused a while to think. You don't have
20 to recall the exact language. Just testify as to what the
21 substance was if you can't remember the exact words.
22 A. They voted to keep the plant the way it was is what he
23 said.
24 Q. (By Mr. Stout) That who had?
25 A. The stockholders. That's the way I interpreted it.

1 Q. Did he say anything about the plant closing down?

2 A. He said, "This company has got money. These stockholders

3 have got money and they will close this plant down for two years.

4 Q. That was the end of his statement?

5 A. He said, "A lot of these guys can't find other jobs."

6 He said, "The people like the ones working on the sixteen-inch

7 mill, there's no more jobs in the state like that." He said,

8 "You are fortunate that you could find another job." He said,

9 "You and the electricians are another one that can find jobs."

10 Q. Were the electricians out on strike?

11 A. They went back before the strike ended.

12 Q. Did they go back to work before you went in on this

13 occasion in July?

14 A. Yes.

15 Q. Did you tell him--are you the one that brought the sub-

16 ject up of turning in your resignation?

17 A. Yes, sir.

18 Q. He advised you, sort of suggested that you not do so?

19 A. That's right.

20 Q. All right.

21 Now, you went back to work, I believe you said, on

22 August 29th?

23 A. No--yes.

24 Q. Was there any new equipment of any kind in the laboratory

25 when you returned?

A. That's right.

Q. What was it?

A. Spectrograph.

Q. Spectrograph?

A. Spectrograph.

Q. Is that also known sometimes as a spectrometer?

A. Quantometer.

Q. This, as I understand it, is to analize the quality of a product?

A. Time the element and percentage in them.

Q. Had you ever operated one of these or seen one before the strike?

A. No, sir.

Q. This man Bishop that you referred to, was he utilizing this machine--I believe you called it the spectrograph--when you returned?

A. The machine was not in operation when I returned back to work.

Q. I see. Was it physically at the plant when you returned?

A. Yes, sir.

Q. When was it put into operation?

A. It was after I returned, a week or a week and a half prior to my leaving Mississippi Steel Corporation.

Q. You were still there when it was in operation?

A. Yes, sir.

1 Q. Mr. Bishop, did he operate it when it was in operation?
2 A. He went on a training period when it went into opera-
3 tion, he and the supervisor.
4 Q. All right.
5 Now, you mentioned when you came back from strike--ex-
6 cuse me--when you came back to work on the 29th of August that
7 your rate was $1.80?
8 A. That's right.
9 Q. Your rate was $1.85 when you resigned your employment?
10 A. That's right.
11 Q. The fact is you were paid the $1.85 retroactive back to
12 August 29th weren't you?
13 A. That's right.
14 Q. Were you performing the same work when you came back to
15 work that you were doing before the strike?
16 A. Partly. Partly for the preparation of other samples to
17 go into the spectrograph. You see, the supervisor was setting
18 up the spectrograph. The lab was divided into two sides.
19 Sometimes I had to go over there and prepare the samples for
20 him.
21 Q. Well, basically, your work was the same before you went
22 out?
23 A. Basically, that's right.
24 Q. After you came back to work now, you had two conversa-
25 tions with Bill Dyas?

1 A. That's right. I had another one.
2 Q. When was the second one?
3 A. Pardon.
4 Q. When was the second one?
5 A. The second one, well I had the first one about a week
6 or a week and a half after I went back there and I had the
7 second one a few days to a week later.
8 Q. How much later than the first one?
9 A. Pardon.
10 Q. How much--the second one was how long after the first
11 one?
12 A. A few days to a week, I'm not sure.
13 Q. I see. Mr. Pendergrass, I assume that you observed
14 Mr. Gardner handing me this two-page typed affidavit purported-
15 ly signed by you on August 3rd, do you recall signing that
16 affidavit?
17 A. Yes, sir.
18 Q. Have you been supplied a copy of it?
19 A. Yes, sir.
20 Q. Have you had an opportunity to study and read it since
21 you received a copy of it?
22 A. I read it once after I got it and I read half of it
23 today.
24 Q. You read half, you say?
25 A. Yes, sir, I had lost the other half and didn't know

1 where it was.

2 Q. In other words, you read the first page of it and not

3 the second page, is that correct?

4 A. That's right.

5 Q. When was it Mr. Dyas told you that he had hired this

6 man with, I believe you said, something like fifteen years'

7 experience?

8 A. He told me when I went back during the strike.

9 Q. In July?

10 A. Right.

11 Q. Did you read the affidavit before you signed it?

12 A. Yeah. I went through it trying to detect any mistakes

13 that the person that drawed it up had made.

14 Q. Did you find any?

15 A. Yes, sir.

16 Q. Did you have them correct it at that time?

17 A. I think so.

18 Q. Were you sure to cover--let me rephase that.

19 Did you cover everything in that affidavit about this

20 conversation with Mr. Dyas in July?

21 A. Did I--pardon.

22 Q. Did you cover everything, in other words, did you put

23 everything that was said in your conversation between you and

24 Mr. Dyas in July into that affidavit?

25 A. I am sure I didn't. I probably missed quite a few

1 Q. When you talked to Mr. Gardner, did he write down what
2 you said or make notes?
3 A. I think so.
4 Q. Did he show them to you?
5 A. Not as I know of, no, sir.
6 Q. All right.
7 At the time that you talked to Mr. Dyas when he was,
8 I gather, going into the plant and you were on the picket line,
9 was there anything said about the new equipment for the lab
10 during that conversation?
11 A. When he talked to me on the picket line?
12 Q. Yes, sir.
13 A. Not by him, no.
14 Q. Was anything said about it by you?
15 A. No, sir.
16 Q. It wasn't mentioned.
17 Mr. Pendergrass, do you recall attending or did you
18 attend, I should say, a Union meeting at around October 20th
19 of this year?
20 A. October 20th?
21 Q. Yes, sir.
22 A. No, sir, I don't remember doing it, no, sir.
23 Q. Do you remember in October receiving a letter signed by
24 Mr. Edwards, a note addressed to either "All Members" or "All
25 Employees"?

1 A. No, sir.

2 Q. Did you attend the Union meeting last night?

3 A. Yesterday evening and it run into last night, yes, sir.

4 Q. Was what you were going to testify about today discussed

5 at that time?

6 A. I wouldn't say it was discussed. Mr. Jerry asked me a

7 few questions regarding it.

8 Q. Mr. Gardner you are referring to?

9 A. Yes, sir.

10 Q. Were other people present?

11 A. Just me and him.

12 Q. Was there a meeting by the Union as such where Mr.

13 Edwards or any other representative of the Union talked to you

14 or with you?

15 A. Repeat the question, please.

16 TRIAL EXAMINER: Mr. Reporter, would you read that

17 question back.

18 (The pending question was read back by the reported.)

19 A. That was yesterday.

20 Q. I am talking about yesterday.

21 A. Yes, sir.

22 Q. Was the case discussed by Mr. Edwards or anyone else

23 from the Union or the trial?

24 A. Just like I say, they went over the statement asking me

25 a few questions about it.

1 Q. I thought you said that Mr. Gardner did that.
2 A. I was just pointing at Mr. Gardner.
3 Q. No, I asked you did Mr. Edwards or anyone else--you
4 told me that Mr. Edwards or someone else from the Union spoke
5 to you or with you and others who were there and I asked you
6 what they said.
7 A. That there would be a hearing Monday, today, and I
8 really don't remember too much about it, and a few minutes
9 later Mr. Gardner came in.
10 Q. Was there anything said about--before Mr. Gardner came
11 in--was anything said about the purpose of the trial or hearing?
12 A. Yes, sir, to prove that the company had committed un-
13 fair labor practices, failed to bargain in good faith, and one
14 more thing, failure to pay the Christmas bonus.
15 Q. Anything said about back pay, back wages?
16 A. Not that I remember.
17 Q. The subject of back pay and back wages in connection
18 with this case had been discussed with you before?
19 A. Yes, sir.
20 Q. In fact, you received letters from the Union in which
21 they discussed it, and the lawyers?
22 A. I don't think I ever received one from the Union dis-
23 cussing it. I think Mr. Gardner sent me all the forms to fill
24 out.
25 (The document above-referred to

1 MR. STOUT: Your Honor, I have no further cross of this
2 witness at this time. Counsel is prepared to stipulate that in
3 the affidavit previously referred to by this witness, dated
4 August 3, 1966, that there is no reference to Mr. Dyas having
5 said anything about having recently hired a lab technician at
6 all.
7 Let the record reflect that I am returning the infor-
8 mation to Mr. Gardner that he has previously supplied to me.
9 TRIAL EXAMINER: Any redirect?
10 MR. GARDNER: No, sir.
11 TRIAL EXAMINER: The witness is excused, thank you.
12 (Witness excused.)
13 TRIAL EXAMINER: Off the record.
14 (Discussion off the record.)
15 TRIAL EXAMINER: On the record.
16 MR. GARDNER: Call Fred Barnes.
17 FRED BARNES
18 was called as a witness by and on behalf of the General Counsel
19 and, having been first duly sworn, was examined and testified
20 as follows
21 DIRECT EXAMINATION
22 Q. (By Mr. Gardner) State your name, please.
23 A. Fred Barnes.
24 Q. Speak up just a little bit, please.
25 A. Fred Barnes.

1 Q. How do you spell your last name?
2 A. B-a-r-n-e-s.
3 Q. Where do you live, Mr. Barnes?
4 A. 3207 Sears.
5 Q. That's here in Jackson?
6 A. Yes, sir.
7 Q. How long have you worked for Mississippi Steel?
8 A. Only a year and a half.
9 Q. What was your job before the strike?
10 A. Rolling in on the hot beds.
11 Q. Rolling in on the hot bed?
12 A. Yes, sir.
13 Q. Who was your foreman or supervisor?
14 A. Mr. Donnie Ray, he was my foreman.
15 MR. STOUT: I didn't get the name.
16 THE WITNESS: Mr. Donnie Ray.
17 Q. (By Mr. Gardner) Donald Ray?
18 A. I don't exactly know, but that was what we called him,
19 Mr. Donald Ray.
20 Q. What was your rate of pay that you were making right
21 before you went out on strike?
22 A. I was making $1.60.
23 Q. Did you take part in the strike out there?
24 A. Yes, sir.
25 Q. You walked the picket line?

1 A. Yes, sir.

2 Q. Do you recall when that strike started?

3 A. Sir?

4 Q. Do you recall when that strike started?

5 A. Sir?

6 Q. Do you recall when the strike started? when you went

7 out, left work and began picketing?

8 A. I think it was April 23rd.

9 Q. After the strike started, did any of your foremen or

10 supervisors ever talk to you?

11 A. Yes, sir, Mr. Paul Board talked to me one day.

12 Q. Mr. Board?

13 A. Yes, sir.

14 Q. Do you know what his title was, what his job was?

15 A. He was over the melt shop.

16 Q. Where were you at the time that he spoke to you?

17 A. I was on the picket line.

18 Q. Where was the picket line located?

19 A. At the gate where the guard--at the guard before you

20 enter the plant.

21 Q. Is that the only entrance to the plant?

22 A. Yes, sir.

23 Q. Is that on a road or a street or something, do you know,

24 Mr. Barnes?

25 A. It's on the front of the plant.

1 Q. Is that on a road that has a name, do you know?

2 A. It is right off of Flowood.

3 Q. That's the town of Flowood or the street of Flowood?

4 A. Just Flowood Road.

5 Q. Is that the only location where the pickets were stationed

6 A. Yes, sir.

7 Q. When Mr. Board spoke to you, was there anyone else around

8 A. Yes, sir, James Harris was.

9 Q. Was he a picket, also?

10 A. Yes, sir, me and him was picketing together.

11 Q. Will you tell us what was said at that time, please?

12 A. He told me and James, said he was fixing to put on

13 another shift--

14 MR. INMAN: Excuse me. Who did he say, "He" or "James"?

15 MR. GARDNER: "Told me and James."

16 MR. INMAN: Oh, excuse me.

17 A. (Continuing) Anyway, he says he was going to put on

18 another shift and he needed a couple more men so he told me,

19 said he would try to make a melter out of me which that's the

20 highest paying job than the one I had.

21 Q. What did you say, anything?

22 A. No, sir, I didn't say anything.

23 Q. Did Mr. Harris say anything in your presence?

24 A. No, sir, I didn't say anything.

25 TRIAL EXAMINER: Did Mr. Harris say anything?

1 THE WITNESS: James Harris.

2 TRIAL EXAMINER: Did he say anything?

3 THE WITNESS: He said something to him, but me and him

4 wasn't standing close together. I was on one side of the road

5 and he was on the other side.

6 TRIAL EXAMINER: Did Mr. Harris hear what Mr. Board

7 said to you?

8 THE WITNESS: Yes, sir, he was talking to both of us.

9 TRIAL EXAMINER: Did Mr. Harris say anything that you

10 heard?

11 THE WITNESS: No, sir, no more than smiled at me.

12 Q. (By Mr. Gardner) After the strike was over, did you

13 ever go back and ask for your job back?

14 A. Yes, sir, I went back.

15 Q. When, do you recall?

16 A. I went back the Thursday of the next week after the

17 strike was off.

18 Q. Did anyone go with you?

19 A. No, sir.

20 Q. By yourself?

21 A. By myself.

22 Q. All right.

23 Did you speak to anyone when you got to the plant?

24 A. When I went to the gate, the man told me--

25 Q. What man?

1 A. The gate guard told me he was going to call down there
2 first, you know, and let them know I was coming. So then after
3 he called, he said to me that I could go ahead on. So I went
4 on down there and talked with Mr. Ken Ashley.
5 Q. Was anybody else in there when you spoke to him?
6 A. There was a couple more guys coming in and out, but I
7 don't know who they was. They was new guys.
8 Q. Were they employees of the plant at the time?
9 A. Yes, sir.
10 Q. You went into Mr. Ashley's office and spoke to him?
11 A. Yes, sir.
12 Q. Will you tell us what was said?
13 A. I told him that I had come back to try to get my job
14 back and he told me, say, he didn't have no openings right then.
15 He took my name and phone number and told me he would call me
16 whenever he gets an opening.
17 Q. Did he write it down on something?
18 A. Yes, sir, he wrote it down on something like that.
19 Q. You are pointing now to a yellow legal pad?
20 A. Yes, sir, something like that.
21 Q. Did you say anything further?
22 A. No, sir, I didn't say anything else. I just walked out.
23 Q. Have you spoken to him since then or any other company
24 official?
25 A. No, sir.

Q. Have you been contacted by any company official about coming back to work?

A. No, sir.

MR. GARDNER: No further questions.

MR. STOUT: I make the usual demand for pretrial statements, affidavits, et cetera.

MR. GARDNER: Let the record show that I am turning over the affidavit of Mr. Barnes. I might say that I do have one of these forms which hasn't been completed by Mr. Barnes. He has not signed it. In fact, I don't think it comes under the rule. I don't think Respondent is entitled to it.

TRIAL EXAMINER: Was that sent back to you?

MR. GARDNER: It was.

TRIAL EXAMINER: By Mr. Barnes?

MR. GARDNER: That is correct.

MR. STOUT: I think under those circumstances, I believe we are entitled to it.

TRIAL EXAMINER: I believe that you would be whether or not it is signed.

That has been turned over?

MR. STOUT: Yes, it has, Your Honor.

TRIAL EXAMINER: We will be off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

Mr. Gardner?

DIRECT EXAMINATION (Continued)

Q. (By Mr. Gardner) Are you acquainted with Mr. Caldwell, Sr.?

A. Yes, sir.

Q. Have you ever seen him around the plant?

A. Yes, sir.

Q. Have you ever seen Mr. Caldwell at any time while you were picketing?

A. Yes, sir, I seen him one afternoon.

Q. Do you recall when that was?

A. I think it was around the 30th of June, I think.

Q. You were picketing in front of the plant at that time?

A. Yes, sir.

Q. What time of day,do you recall when you saw him?

A. Oh, it was between 1:00 o'clock and 1:30.

Q. That's in the afternoon?

A. Yes, sir, in the afternoon.

Q. Where did you see Mr. Caldwell?

A. He went through the gate during the time that me and James Harris was picketing.

Q. Pardon.

A. During the time we were picketing he went through the gate.

Q. Was he walking?

A. No, sir, he was in a car.

Q. What type of car did he drive?

A. MR. STOUT: I would object, Your Honor, to what kind of car he drives.

TRIAL EXAMINER: Does it have any relevance?

MR. GARDNER: I am not sure at this point whether it does or not. It may very well. There may be some contention later that it may have not been Mr. Caldwell.

TRIAL EXAMINER: I will permit it.

Do you know what kind of car he was driving?

THE WITNESS: No, sir, I don't know. I know it was a Chevrolet, but what model, I don't know.

Q. (By Mr. Gardner) How far away from Mr. Caldwell were you?

A. I was standing right at the gate.

Q. All right.

And he passed through the gate?

A. Yes, sir.

MR. GARDNER: I have nothing further.

TRIAL EXAMINER: Did you say "Nothing further"?

MR. GARDNER: Yes, sir.

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

CROSS EXAMINATION

Q. (By Mr. Stout) Mr. Barnes, as I understand it, your

job prior to the strike was what they call rolling in?

A. Yes, sir.

Q. You also worked on the hot beds?

A. That's the most of them that I did while I was in there, rolling in, you know.

Q. Keep your voice up, please, sir.

A. I say that's the most I did, roll in.

Q. Roll in?

A. Yes, sir.

Q. And was that what you were doing when you went out on strike?

A. Yes, sir.

Q. Is that also referred to as a bed man?

A. You are talking about working on the--

Q. Is that the same job as a bed man?

A. That wasn't what I call the bed man because the guy what worked on the beds, they pull the steel out of the trough.

Q. I see. What is roll in then?

A. After the steel gets cold, you roll it in the trough for a shillman to cut it. That was my job.

Q. When you went to see Mr. Ashley after the strike, you told him that was the job you wanted?

A. No, sir, I told him that I would take anything right then.

Q. Didn't you tell him--excuse me--let me withdraw that

1 and start over again.

2 Didn't you tell him; "I come back to see about my job"?

3 A. No, sir, I told him that I come back to see about a

4 job, to see if I could get a job.

5 Q. Did he tell you to keep in touch with him?

6 A. No, sir, he told me that he would call me if he needs

7 me--

8 Q. Excuse me, go ahead and finish your answer.

9 A. I said he said he would call me if he needed me.

10 Q. What is a melter's job, by the way?

11 A. Sir?

12 Q. What is a melter's job? What does a melter do?

13 A. Melt.

14 Q. What does that involve?

15 A. I don't know too much about the melting. That's in the

16 melt shop. See, I worked on the hot beds.

17 Q. And that's what you had done most of the time that you

18 were in there?

19 A. Yes, sir.

20 Q. Roll in on the hot beds, is that right.

21 A. Yes, sir.

22 Q. And that's the job, the only job there that you really

23 knew, is that right?

24 A. No, sir, I could do any of it.

25 Q. Could you do the melting job?

A. I don't know about the melter. See, I never have worked there no more than cleaning up.

Q. Practically all of your work, other than the clean up in the melt shop, has been the roll in job?

A. Yes, sir.

Q. For the hot beds?

A. Yes sir.

Q. And do you have any idea what a melter's rate of pay is?

A. No, sir, I sure don't.

Q. Isn't it a fact that the melter is the highest rated job in the plant.

A. I don't know whether it is the highest rated job in the plant, but it was higher than the one that I had.

Q. What was your rate before you went out on strike?

A. $1.60.

Q. All right.

Did you stay on the picket line the entire time the strike was going on?

A. No, sir, I stayed on it part time because I was working on and off.

Q. Did you participate in the picketing at different times until the strike was over?

A. Yes, sir, I was on the picket line.

Q. Were you working somewhere else when the strike ended?

A. Yes, sir, I was working when the strike ended.

Q. All right.

And how did you find out the strike had ended?

A. Sam States called me and told me and said at least the latter part of the week after they took the strike off, he called me and said they had went back and tried to get their jobs back.

Q. Said what?

A. That the guys had went back and tried to get their jobs back.

Q. I don't understand.

A. He said all the guys had tried to go back and get their jobs back.

Q. What else did he say to you?

A. That was all he said, so I went and tried to get mine back.

Q. About a week later you went over to see Mr. Ashley?

A. Yes, sir.

Q. After Sam States had called you?

A. Yes, sir.

Q. In other words, it was about a week and a half or two weeks after the strike was over before you went to see Mr. Ashley?

A. Yes, sir, it was Thursday in the next week.

Q. I'm sorry.

A. It was Thursday in the next week. It wasn't the first,

1 It was the next week.

2 Q. Thursday of the second week after the strike ended?

3 A. Yes, sir.

4 Q. Do you remember when the strike ended?

5 A. They said on Monday, but, see, I didn't know about it

6 until on the weekend on Friday.

7 Q. And the week after that you went to see Mr. Ashley?

8 A. Yes, sir.

9 Q. O. K. That would be along about August 18th?

10 A. Yes, sir, about August 18th.

11 Q. All right.

12 What did Mr. Board say to James Harris this time he

13 stopped and talked to you and Harris?

14 A. Oh, he said the same thing to both of us. He was talk-

15 ing to me and James.

16 Q. What did he tell James Harris he would do for him if

17 Harris would come to work?

18 A. He was going to make a melter out of both of us.

19 Q. Out of both of you?

20 A. Yes, sir.

21 Q. You say that Harris smiled?

22 A. Sir?

23 Q. Harris smiled?

24 A. Yes, sir, he smiled.

25 Q. Did you smile, too?

1 A. Yes, sir.

2 Q. Would you tell us why you and Harris smiled when he

3 said this?

4 A. I don't know.

5 Q. You don't know?

6 A. Uh-huh.

7 Q. You knew he was kidding, didn't you?

8 A. I figured he was kidding, that's the reason I smiled.

9 Q. So you smiled and Harris smiled and Mr. Board smiled,

10 too, I guess?

11 A. Yes, sir.

12 Q. And then he drove on in?

13 A. He drove on.

14 Q. So none of you really took it seriously?

15 A. No, sir.

16 Q. All right.

17 When was this, by the way, that he stopped and you all

18 had this laugh together?

19 A. I don't know exactly the date, but it was along about

20 noon.

21 Q. How long had the strike been in progress, or how long

22 before the strike ended?

23 A. Oh, the strike it had been on about a month.

24 MR. STOUT: Your Honor, I must apologize to the Court.

25 I certainly intended to before I undertook cross examination

you will be limited, of course, on this one specific item of testimony.

MR. STOUT: Yes, sir, I fully understand that, and I am in hopes of not having to recall him later on. With your permission, I will undertake to cross examine him on that point at this time, but still without leaving my right for further cross before the picture is drawn up.

TRIAL EXAMINER: Yes, all right, I will permit it.

Q. (By Mr. Stout) Mr. Barnes, do you recall signing an affidavit for a gentleman from the Labor Board back in July of this year?

A. Yes, sir, I signed one.

Q. Were you working at that time?

A. (No response)

Q. Let me withdraw that question and make it easier for you.

When did you start working somewhere after April 29rd?

A. I first started doing construction work and then they laid me off and I went to working for Gulf Plastics.

Q. I am not too [illegible] in where you worked as to when you worked. When did you [illegible] on this construction work?

A. I don't know the [illegible] date on that.

Q. Approximately [illegible] after the strike started?

A. About a month [illegible] after the strike started.

Q. Did you [illegible] picket duty at any time

after you started to work on the construction work?

A. Yes, sir, I was picketing at night then.

Q. I see. You picketed at night after you got off the other job?

A. Yes, sir.

Q. That was about a month after the strike started?

A. About a month and a half.

Q. Who was that for?

A. Sir?

Q. Who were you working for?

A. I was working for Southern Construction at the first place I worked.

Q. And as I understand it now, after you went back to work the picket duty you performed was at night?

A. Yes, sir.

Q. Every night?

A. Yes, sir, when I was on there, I went every night.

Q. When you were on what?

A. When I was on picket.

Q. You didn't have picket duty every night?

A. We picket six days.

Q. Six to eight?

A. Six days.

Q. Six days?

A. Yes, sir. But we wasn't going but two hours a night

1 before they took the picket off.

2 Q. Do what?

3 A. It was going two hours a night.

4 Q. Well, did you picket two hours every night after you

5 started to work at this other job?

6 A. Yes, sir.

7 Q. Before you started to work on this construction work,

8 did you picket every day?

9 A. Yes, sir.

10 Q. For how many hours a day?

11 A. First was four hours, four hours a day when I was picket-

12 ing in the daytime.

13 Q. What hours were those?

14 A. From ten to two.

15 Q. And were there any days that you missed between April

16 23rd and the time that you started to work on the construction

17 work?

18 A. No, sir, I didn't miss.

19 Q. You picketed every day? I say the 23rd, the date the

20 picket line went up until you got this construction job?

21 A. Yes, sir, when I [illegible] the construction job I picketed

22 at night.

23 Q. Did you picket [illegible] day?

24 A. As long as [illegible] there, I picketed every day.

25 Q. How long [illegible]

A. See, when I first picketed, well, I stayed on about a month and a half and I got--

Q. All right. Go ahead.

A. --and I was off picket, you know, after I started back to work, after I told them that I couldn't picket in the daytime, so they let me on the night shift.

Q. On the night picketing?

A. Yes, sir.

Q. Was James Harris also on the same hours that you were on this day picketing?

A. He mostly picketed the same time that I did because he rode with me.

Q. I see. Did you ever picket on the two to six shift?

A. Two to six?

Q. Two to six shift?

A. No, sir, I never picketed on that shift.

MR. STOUT: No further questions.

TRIAL EXAMINER: Mr. Lardner?

MR. GARDNER: No questions.

TRIAL EXAMINER: The witness is excused, thank you.

(Witness excused)

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

MR. [illegible]: [illegible] Harris.

HENRY JENKINS

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Gardner) State your full name, please.

A. Henry Jenkins.

Q. Where do you live?

A. Route six, box 75D, Jackson, Mississippi.

Q. How long were you employed by Mississippi Steel Corporation?

A. About nine and a half years.

Q. Did you take part in the strike?

A. Yes, sir.

Q. What was your job before the strike began?

A. Crane operator.

Q. What was your rate of pay?

A. $1.70 an hour.

Q. Who was your foreman or supervisor during that period of time?

A. Mr. Laverton [illegible] (phonetics).

Q. Where did the [illegible] usually hold its meetings?

A. At the company [illegible] on South State.

Q. There's been [illegible] Mississippi?

A. Yes, [illegible]

1 Q. During the time the strike was going on, did you notice
2 anything unusual going on in that area?
3 A. On the night of July 20th, we was holding a meeting and
4 one of the fellows came in and said they saw the plant super-
5 intendent out front--
6 MR. STOUT: I object on the hearsay here and the failure
7 to identify the fellow as well. It's a dual objection.
8 TRIAL EXAMINER: All right.
9 Mr. Gardner?
10 MR. GARDNER: He is merely trying to give us a chronol-
11 ogy of exactly what happened.
12 TRIAL EXAMINER: Let me suggest--I don't think this is
13 going to arise, but when you have the answer begun and it
14 doesn't appear to be a long answer, hold your objection until
15 the conclusion, and then you can move to strike.
16 MR. STOUT: Yes, sir, I will try to remember that.
17 TRIAL EXAMINER: This is not an easy thing to decide in
18 your judgment, too, if there is a long answer, you can break
19 in, but I think more time is lost and more confusion is created
20 when you break into a witness's answer. If there is a ruling
21 against you overruling the objection, we have to grope for the
22 point where the witness's [illegible] was broken off. In this in-
23 stance, I take it, [illegible] conclusion is that this is not material
24 It's just leading, [illegible]
25 MR. G[illegible] [illegible] correct, sir.

TRIAL EXAMINER: Well, rephrase your question. Withdraw it and rephrase your question and see if you can pin it down to the circumstances without the need of any hearsay as preliminary.

MR. GARDNER: All right, sir.

Q. (By Mr. Gardner) First, Mr. Jenkins, do you know of your own knowledge what the purpose of that meeting was?

A. Yes.

Q. What was the purpose of the meeting?

A. To assign some of the scabs that gone through the picket line.

MR. STOUT: Do what?

THE WITNESS: To assign some scabs that had crossed the picket line.

MR. STOUT: It's the first word that I am not getting.

MR. GARDNER: "To assign some scabs that had crossed the picket line."

MR. STOUT: O. K.

Q. (By Mr. Gardner) Would you tell us what, if anything, you observed on the night of that meeting?

A. Yes, sir. I arrived at the Union hall about 7:15 or 7:20. About three minutes [illegible], J. T. Payne came in and said that he saw a car across [illegible] street that looked like Mr. Dyas, who is the plant s[illegible]. Mr. Edwards said, "Somebody go down and make sure." [illegible] volunteered and said I would go and I did and I [illegible] him.

Q. What time of evening was this?

A. This was about 7:25, approximately.

Q. Had the sun gone down?

A. Well, it was dusk.

Q. Could you see?

A. I could see.

Q. Were the lights on, the street lights?

A. The lights on the building across the street.

Q. Where did you see Mr. Dyas?

A. He was parked in front of the GMC Truck Company across the street from the hall.

Q. Do you know how far that is from the entrance to the hall?

A. Approximately thirty-two to thirty-four yards.

Q. Was he alone at the time?

A. No.

Q. Who was with him, do you know?

A. He had a female companion that was driving, sitting under the wheel, rather.

Q. What type car was he driving?

A. Pontiac.

Q. Do you recall the [illegible] of the car?

A. White.

Q. What did you do [illegible] come out of the hall?

A. I went [illegible], down the street past the car,

1 and came within about five feet of the car.

2 Q. Did you cross over?

3 [illegible] You mentioned the car was on the opposite side of the

4 street.

5 A. That's right.

6 Q. Did you walk right past the car?

7 A. That's right.

8 Q. Did you stop at any time?

9 A. No.

10 Q. Did you speak to Mr. Dyas or did he speak to you?

11 A. No.

12 Q. When you passed by, did you observe Mr. Dyas doing any-

13 thing other than sitting in the car?

14 A. He appeared to be taking tabulations.

15 MR. STOUT: Object and move to strike what he appeared

16 to be doing.

17 ORAL EXAMINER: I will reserve ruling on that. Go

18 ahead, Mr. Gardner.

19 Q. (By Mr. Gardner) Did you notice anything in his hand?

20 A. A pencil and a tablet.

21 Q. When you passed by the automobile, was he writing on

22 the tablet?

23 A. At the present [illegible] was not, but he was in the posi-

24 tion of writing.

25 ORAL EXAMINER: [illegible]

1 Now, I will grant the motion to strike "He appeared to
2 be taking tabulations" and I think you got the actual facts in
3 on what the witness actually observed.
4 Q. (By Mr. Gardner) Do you know if there is any parking
5 on the street directly in front of the hall?
6 A. There is not.
7 Q. You cannot park, is that what you are saying?
8 A. It is a yellow zone.
9 TRIAL EXAMINER: Now, are you saying that he was parking
10 in an area which was a yellow zone?
11 THE WITNESS: Yes.
12 TRIAL EXAMINER: And there were signs posted "No Parking"?
13 THE WITNESS: Yes, sir.
14 Q. (By Mr. Gardner) Let me understand this--
15 MR. STOUT: Your Honor, are we going to have to defend
16 a traffic violation?
17 Q. (By Mr. Gardner) Was the area of the street that the
18 hall is located, is that side of the street--is there parking
19 allowed there?
20 MR. STOUT: I am sorry, Mr. Gardner, where what is
21 located?
22 MR. GARDNER: [illegible] the Carpenter's Hall is located.
23 Q. (By Mr. Gardner) [illegible] side of the street, is there any
24 parking allowed [illegible] the curb?
25 A. I'm not sure [illegible] side the hall is on?

Q. Yes.

A. I'm not sure.

Q. But you are saying the opposite side of the street where his car was parked is a no parking zone?

A. Right.

Q. Did you speak to Mr. Dyas at any time while you were passing his car?

A. No, sir.

Q. After the strike was over, did you go back and ask for your job back?

A. Yes, sir.

Q. When was that?

A. August 8th.

Q. To whom did you speak on that day?

A. Personnel manager, Mr. Kenneth Ashley.

Q. You spoke to him in his office?

A. Yes, sir.

Q. Anybody else present?

A. Mr. Paul Board.

Q. Would you tell us what was said, please?

A. He asked me if I was ready to go back to work, and I said I was.

MR. STOUT: [illegible] Since he has named two supervisors being present, [illegible], if you will clarify the "he."

TRIAL [illegible] you say, "he," do you mean Mr.

1 Ashley or Mr. Board?

2 THE WITNESS: Mr. Ashley.

3 TRIAL EXAMINER: All right.

4 Mr. Gardner?

5 Q. (By Mr. Gardner) Would you tell us what was said?

6 A. He asked me if I was ready to go back to work, and I

7 told him I was and he asked me what I was doing before I left,

8 and I told him crane operator, and he asked me would I accept

9 any other job beside crane operator, and I told him it all de-

10 pends.

11 Q. Pardon.

12 A. It all depends. Then he say, "We don't have any openings.

13 When we do, we will call you,"

14 Q. Have you been contacted at any time after that by the

15 company?

16 A. About two weeks later.

17 Q. How were you contacted?

18 A. By phone.

19 Q. Who spoke to you?

20 A. Mr. Kenneth Ashley.

21 Q. All right.

22 Tell us about that conversation.

23 A. He told me to come out, he wanted to talk to me about a

24 job.

25 Q. All right.

A. And I did.

Q. You went out when, the following day?

A. I don't recall whether it was the following day or not, but it was the same week.

Q. You spoke to Mr. Ashley again?

A. That's right.

Q. Was anyone else present during this conversation?

A. I don't think so.

Q. Tell us about what was said at that time.

A. He said he had an opening in the melt shop and would I take it, and I told him that I couldn't.

TRIAL EXAMINER: You told him that you could not?

THE WITNESS: I could not.

Q. (By Mr. Gardner) What job in the melt shop was he referring to, did he say?

A. Crane operator's job.

Q. Is there any difference from the job that you had been doing before the strike?

A. Well, the crane is different and the work is different, too.

Q. Was it a different shift?

A. That's right.

Q. What was the difference?

A. It was night work, swing shift and weekends.

Q. What were you working before the strike?

A. Days, five to one.

Q. How did the rate of pay compare?

A. He didn't say.

Q. Did you have any further conversations with Mr. Ashley?

A. No, sir.

MR. GARDNER: I have no further questions.

MR. STOUT: I make the usual demand for pretrial statements, affidavits, and similar matters.

MR. GARDNER: Let the record show that I am turning over to Counsel for Respondent two affidavits.

TRIAL EXAMINER: Off the record.

(Discussion off the record)

TRIAL EXAMINER: On the record.

CROSS EXAMINATION

Q. (By Mr. Stout) Mr. Jenkins, before the strike you were a crane operator on the rolling mill?

A. Yes, sir.

Q. And you have been for about nine years?

A. That's right.

Q. This crane in the melt shop, is that an overhead crane?

A. Yes, sir.

Q. The one in the rolling mill was also an overhead crane?

A. That's right.

Q. Is it your understanding that the hourly rate for crane operators on the production crew in the melt shop is the same

as the rate of pay on the job that you had before the strike?

A. That I don't know.

Q. I see. Did you have an incentive? Were you covered by the incentive system on the crane operator job in the rolling mill that you had?

A. Yes, sir.

Q. Do you know whether or not the melt shop production crew job that you were offered, this crane operator, do you know if that incentive system was the same as the one in the rolling mill?

A. I don't know.

Q. You don't have any knowledge of the incentive system in the melt shop?

A. No.

Q. When you--how long after you applied was it before Mr. Ashley called you?

A. Approximately two weeks.

Q. And how long after he called you was it before you went into the office?

A. It was the same week. I don't know the exact date.

Q. Well, one day or two days later, something like that?

A. Well, maybe so.

Q. Did you talk to anybody else other than Mr. Ashley while you were there?

A. I talked to Mr. Dyas.

1 Q. Did Mr. Dyas talk to you about the job that you were
2 offered?
3 A. He did.
4 Q. Did he tell you what it would be?
5 A. Crane operator.
6 Q. Did he tell you that it would be on one of the produc-
7 tion crews in the melt shop?
8 A. That's right.
9 Q. Do you remember what he said about the pay on the job?
10 A. He didn't say anything about the pay, I don't think.
11 Q. You are not sure whether he did or not?
12 A. I'm not positive.
13 Q. And you told Mr. Dyas that you would not take the job?
14 A. That I could not.
15 Q. Could not. Did Mr. Dyas say anything about they were
16 starting a new crew when he talked to you about this job?
17 A. A new crew?
18 Q. Yes, a new production crew in the melt shop.
19 A. I think he--he just said he needed a crane operator in
20 the melt shop.
21 Q. All right.
22 You are able to operate that crane in the melt shop,
23 aren't you? You wouldn't have any trouble operating it, would
24 you?
25 A. I can operate it.

1 Q. January '66?

2 A. Yes, sir.

3 Q. What part of January?

4 A. It was around the first of January. I don't really

5 know the date.

6 Q. The first part of January?

7 A. Yes, sir.

8 TRIAL EXAMINER: Anything further?

9 MR. STOUT: No, sir.

10 MR. GARDNER: No, sir.

11 TRIAL EXAMINER: The witness is excused, thank you.

12 (Witness excused.)

13 TRIAL EXAMINER: Off the record.

14 (Discussion off the record.)

15 TRIAL EXAMINER: On the record.

16 MR. GARDNER: Call Sam States.

17 SAM O. STATES, JR.

18 was called as a witness by and on behalf of the General Counsel

19 and, having been first duly sworn, was examined and testified

20 as follows:

21 DIRECT EXAMINATION

22 Q. (By Mr. Gardner) State your full name, please.

23 A. My name is Sam O. States, Jr.

24 Q. Where do you live, Mr. States?

25 A. I live at 3739 Main Street, Jackson, Mississippi

1 Q. How long were you employed by Mississippi Steel?

2 A. About seven years, sir.

3 Q. During your employment, what was your duties, what was

4 your job?

5 A. I started as a pitch man in the melt shop.

6 Q. Who was your foreman and supervisor?

7 A. Mr. Lacy.

8 Q. What was the job that you held down at the time the

9 strike started?

10 A. I was working between the furnace.

11 Q. Pardon.

12 A. Between the furnace.

13 TRIAL EXAMINER: Between the furnaces?

14 THE WITNESS: Between the furnaces, right.

15 TRIAL EXAMINER: Mr. States, will you pull up your

16 chair just a little bit and see if you can raise your voice

17 so we can all hear you.

18 THE WITNESS: All right, sir.

19 Q. (By Mr. Gardner) Did they give that job some name?

20 A. Well, it was furnace helper.

21 Q. What was your rate of pay at that time?

22 A. Well, that's quite a problem. I don't know. I'll

23 tell you why it was hard to figure out because the pay was

24 always varied. It was hard for me to figure out. You couldn't

25 hardly figure it out and then I didn't hold the job long

1 enough, you know, because I was only on this particular job
2 about something like three weeks or a month before the strike,
3 something like that, approximately.
4 Q. Now, before the election, do you recall when the elec-
5 tion was held?
6 A. The election was held the 9th of December '55--'65,
7 I'm sorry.
8 Q. Before the election, how were you paid at the company?
9 A. Before the election we were paid on each Friday.
10 Q. Any particular time during the day?
11 A. Well, no particular time on Friday because we could
12 come in any time after 9:00 o'clock and pick up our check.
13 Q. Did this policy change any time after the election?
14 A. Yes, sir, it was. After the election, those people
15 that were working on the 5:00 o'clock shift couldn't get their
16 check until they got off the shift at 1:00 o'clock that night,
17 when they were working from five to one. The shift in the day-
18 time couldn't pick up, well, on Saturdays, let's see, excuse me,
19 yes, that was the only change in it as far as I can remember.
20 There was a change.
21 Q. All right.
22 During the--how many years did you say you were employed,
23 Mr. States?
24 A. Seven years.
25 Q. Did you receive any type of bonus or gift at any

1 particular time of year?

2 A. Yes, sir, I did. Each Christmas in December we received

3 a Christmas gift some of them called it, and some of them cal-

4 led it a Christmas bonus.

5 Q. Was that a separate check that you got?

6 A. Yes, sir, it was.

7 Q. Did you receive this gift in 1965?

8 A. No, sir, I didn't.

9 Q. Did you ever receive anything attached to that check?

10 A. Yes, sir, I did. Now, it was in the envelope. I

11 couldn't remember exactly whether it was attached or not, but

12 it was in the envelope with the check.

13 Q. Did you receive something attached each year that you

14 were employed there?

15 A. No, I couldn't say each year. I know for several years

16 I did; I don't know about every year.

17 Q. I show you what has been offered in evidence as Respond-

18 ent's Exhibit 2, and ask you if that was ever attached to any

19 of your pay checks?

20 A. Yes, sir, it was.

21 Q. Do you recall what year that was attached on?

22 A. No, sir, I don't exactly remember what year that was

23 attached because I didn't pay too much attention to what was

24 attached, really.

25 Q. Did you also receive it at the same time each year?

A. Yes, sir, about.

1 Q. All right.

2 Did you take part in the strike at Mississippi Steel?

3 A. Yes, sir, I did.

4 Q. Did you take part in the picketing of the plant during

5 the strike?

6 A. I was picket captain. I was there off and on most of

7 the time, one of the picket captains.

8 Q. Where were the pickets?

9 A. Well, we had pickets stationed out at the gate and,

10 also, at a place on Gallatin Street.

11 Q. What street?

12 A. On Gallatin Street. The name of the place I can't

13 remember right now, but I understand Mr. Caldwell, Sr. runs

14 the place. Contracting Materials (sic) was the name of the

15 place. We had pickets there, also.

16 Q. Now, where is that? What street is that?

17 A. On Gallatin.

18 Q. What city is that?

19 A. Jackson, Mississippi.

20 Q. The plant is not located in Jackson, is it?

21 A. Yes, sir, it is.

22 Q. I mean Mississippi Steel's plant?

23 A. Mississippi Steel is not. Mississippi Steel is located

24 out at Flowood, Mississippi.

25 Q. How long did you picket this Contracting Materials?

1 Q. All right.

2 Did you take part in the strike at Mississippi Steel?

3 A. Yes, sir, I did.

4 Q. Did you take part in the picketing of the plant during

5 the strike?

6 A. I was picket captain. I was there off and on most of

7 the time, one of the picket captains.

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13 remember right now, but I understand Mr. Caldwell, Sr. runs

14 the place. Contracting Materials (sic) was the name of the

15 place. We had pickets there, also.

16 Q. Now, where is that? What street is that?

17 A. On Gallatin.

18 Q. What city is that?

19 A. Jackson, Mississippi.

20 Q. The plant is not located in Jackson, is it?

21 A. Yes, sir, it is.

22 Q. I mean Mississippi Steel's plant?

23 A. Mississippi Steel is not. Mississippi Steel is located

24 out at Flowood, Mississippi.

25 Q. How long did you picket this Contracting Materials?

1 pulled off, we started going back to the car and he came out
2 and he said, "Well, if you are here this afternoon, I'm going
3 to have you put in jail."
4 Q. What bus are you referring to now?
5 A. This was the bus that they were hauling employees from
6 Contracting Materials. Actually, they loaded at Contracting
7 Materials and they were taking them over to Mississippi Steel
8 to work. The bus loaded at Mississippi Steel--at Contracting
9 Materials, I'm sorry.
10 Q. After the strike ended, did you ever make application
11 for your job back?
12 A. Yes, sir, I did.
13 Q. Do you recall when that was?
14 A. I don't remember the date, but the first week it was
15 about the, well, let's see, the strike ended on about August--
16 I don't remember the date--but anyway, after two or three days
17 after everybody had went in to put in for their jobs, I called
18 Mr. Kenny, and he told me that I had to come in and put in for
19 the job; I couldn't call in. So I went over about two days
20 later.
21 It was about a quarter til five, between a quarter and
22 ten minutes to five, and the gate man told me to wait and so
23 he did call down and he told him that he had one man already
24 in the office and after he leaves, he wouldn't be able to take
25 anyone else, and he told the gate man to tell me to come back.

1 So I did go back the next week, about the middle of the next
2 week.
3 Q. Was anyone with you the first time you went?
4 A. Mr. Woodley was with me, Otis Woodley.
5 Q. Did he go in on that occasion?
6 A. No, sir, he didn't go inside the gate. You had to get
7 out of the car at the gate. Wait a minute, no, neither one
8 of us went in. In other words, the first time I went, he did
9 go with me, but neither one of us did get in.
10 Q. You mentioned that you went back a couple of days after?
11 A. Yes, sir, I did. See, I called the first time now and
12 then I went over there a day or so later.
13 Q. Did you speak to anyone on that occasion?
14 A. The second time?
15 Q. Right.
16 A. The second time that I contacted the company?
17 Q. Right.
18 A. I talked with the gate man.
19 Q. Then you left and came back again, is that correct?
20 A. Yes, sir, I did.
21 Q. How long after did that happen?
22 A. Approximately, about the middle of the next week.
23 Q. What happened on this occasion?
24 A. Well, the gate man called down and he told me to go on
25 in and I went in and saw Mr. Kenny.

1 Q. Was anyone with you--

2 TRIAL EXAMINER: That's Mr. Ashley?

3 THE WITNESS: Mr. Ashley, yes, sir.

4 Q. (By Mr. Gardner) Anyone with you at that time?

5 A. No, sir, no one with me. I was alone.

6 Q. Tell us what happened on that occasion.

7 A. I went in and told him that I came to go back to work,

8 and he asked me if I would accept anything, any job that, you

9 know, was available, and I told him, "No, sir, I would only

10 accept the job that I was holding when we went out on strike,"

11 and he took my name and address and telephone number and said,

12 "Well, we don't have any openings now, but when we get an open-

13 ing, we will call you."

14 Q. Have you been back since?

15 A. No, sir, I haven't.

16 Q. Has the company been in contact with you since then?

17 A. No, sir, they haven't.

18 MR. GARDNER: I have no further questions.

19 MR. STOUT: I make the usual demand for pretrial state-

20 ments, and so on.

21 MR. GARDNER: Let the record show that I am turning

22 over three affidavits given by Mr. States. Also, I am turning

23 over to Mr. Stout that form.

24 TRIAL EXAMINER: The questionnaire?

25 MR. GARDNER: The questionnaire.

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

CROSS EXAMINATION

Q. (By Mr. Stout) Mr. States, you testified that you worked as a between-the-furnace man prior to the strike?

A. Yes, sir, I did.

Q. I believe you stated that this was also referred to as a furnace helper?

A. Yes, sir.

Q. Is it also, is it also known as second helper or second furnace helper?

A. No, sir.

Q. You are not familiar with that term, "second helper" or "second furnace helper"?

A. No, sir.

Q. Your understanding is between-the-furance man, and furnace helper is one and the same?

A. Yes, sir.

Q. All right.

When you talked to Mr. Ashley sometime after the strike had ended, he said that, well, you told him that the only job that you would accept was the furnace helper or between-the-furnace man?

A. Well, when he asked me the question, I told him that I

1 would accept just the job between the furnace or--
2 Q. Or better?
3 A. Yes, that's right.
4 Q. O. K. He told you that this job was filled at the
5 moment?
6 A. Yes, sir.
7 Q. How many--the between-the-furnace man works with a
8 crew or a shift, doesn't he?
9 A. Yes, sir.
10 Q. It's A Crew or B Crew?
11 A. Yes, sir, that's right.
12 Q. And this job is one that is just only in the melt shop,
13 isn't that correct?
14 A. Yes, sir.
15 Q. As I understand it, there is one between-the-furnace
16 man for each of these crews?
17 A. Yes, sir, that's right, one for each crew.
18 Q. So if there is three crews, there would be a maximum of
19 three between-the-furnace men?
20 A. One on each shift, yes, sir.
21 Q. All right.
22 Do you recall the date that the strike ended?
23 A. No, sir, I don't recall the date the strike ended.
24 Q. Well, now, you are a member of the negotiating committee,
25 are you not?

1 A. Yes, sir, I am.

2 Q. I believe you are also corresponding secretary of the Unio

3 A. Yes, sir, I am of the local.

4 Q. You were holding those positions at the time the strike

5 ended?

6 A. At the time the strike ended?

7 Q. Yes.

8 A. At the time the strike ended, I was in and out.

9 Q. Were you working somewhere else at the time?

10 A. Not really.

11 Q. But you were still holding these offices?

12 A. Yes, sir, I was.

13 Q. But I gather from what you have commented that you

14 weren't on the picket line every day?

15 A. Well, I was there every day and at this particular time

16 I had sort of slacked up going to the hall because my wife was

17 sick and I just run down a while, you know, and then go back

18 to the house, you know.

19 Q. How did you find the strike was ended?

20 A. (No Response.)

21 Q. Did you know ahead of time?

22 A. Yes, sir, I would say I knew about it. Mr. Edwards and

23 I would always call one another and talk along with the rest

24 of the picket captains. I was well informed as to what was

25

1 going on.

2 Q. All right.

3 As I understand it, it was about a week after the strike

4 ended before you went back to apply for your job?

5 A. Something like that. Well, actually, I called about two

6 days after everybody reported in, something like two or three

7 days.

8 Q. I'm sorry. I misled you when I phrased the question.

9 I apologize to you.

10 It was about a week after the strike when you actually

11 talked to Mr. Ashley in person?

12 A. Well, about a week, between a week and a week and a half.

13 Q. All right.

14 Now, this business about getting your pay check, as I

15 understand your testimony to be that after the election you

16 got your check at the end of your shift instead of anytime

17 during the day on Fridays?

18 A. Well, now when I was on the 5:00 o'clock shift, at the

19 end of the shift I did get my check, but before the strike, we

20 didn't have no particular time to pick up our checks. Anytime

21 on Friday after 9:00 o'clock.

22 Q. Before the strike?

23 A. Before the strike.

24 Q. All right.

25 A. And before the Union was voted in.

A. Before the strike started, as near as I can come to it, I would say approximately three or four years, maybe. Well, I would say four or five years.

Q. Quite a while before the strike?

A. Before the strike I was in there quite a while.

Q. Which crew were you on.

A. I was on the B Crew.

Q. On B Crew?

A. Yes, sir.

Q. What hours did B Crew work?

A. Now, the shift always changed, you know. We work seven days, off two and change shifts, you know. They worked all shifts, really. Each shift would change over.

Q. It is a rotating--

A. Rotating. Each crew rotates.

Q. Well, how did you find out that you had to wait until the end of your shift to get your check?

A. How did I find out?

Q. Yes.

A. Well, now, I went into the gate one morning, one Friday morning, and they told me I couldn't pick up my check until I had gotten off my shift. That's what the gate guard told me. See, I was on the 5:00 o'clock shift.

Q. That's what the gate guard told you?

A. Yes, sir, the gate guard told me, "Well, you can't go

1 Q. Now, did you attend a Union meeting that was held on
2 October 20, 1966?
3 A. If they held one, I'm sure I attended.
4 Q. Prior to that meeting, did you receive a letter address-
5 ed to members of the Steel Workers of Mississippi Steel Corpora-
6 tion announcing the meeting?
7 A. I received a letter, I don't know--
8 Q. From Mr. Edwards?
9 A. Yes, sir, I did.
10 Q. I show you what has previously been marked as Respondent's
11 Exhibit No. 4 for identification, and ask you if that is a letter
12 that you received?
13 A. Yes, sir.
14 MR. STOUT: I would like to offer Respondent's Exhibit
15 4 at this time.
16 TRIAL EXAMINER: What is the purpose?
17 MR. STOUT: I will have to get it back, Your Honor, be-
18 fore I can answer you.
19 In response to your question, Your Honor, the introduc-
20 tion or the receipt, I should say, offer of this exhibit is
21 partially introductory to other questions that I will ask of
22 the witness.
23 TRIAL EXAMINER: Well, I think you have the cart before
24 the horse then. As far as the record shows, or as far as I
25 know, it is a complete vacuum. I don't know what this is about

1 what the issue is, how it relates to his direct examination.
2 MR. STOUT: This will go to credibility.
3 TRIAL EXAMINER: Even so, on an issue to which he tes-
4 tified?
5 MR. STOUT: Yes, sir.
6 TRIAL EXAMINER: Mr. Gardner, what is your position?
7 MR. GARDNER: I object. I think it's completely ir-
8 relevant. I think any utterances by Union officials or the
9 representatives of the Union about decisions of the Board or
10 possible remedies are completely immaterial to this proceeding.
11 It is the function of the Trial Examiner and the Board to set
12 fortheremedies if violations are found, and I don't think that
13 means anything.
14 TRIAL EXAMINER: I really don't know what it is. If
15 this is your full purpose of statement, I will sustain the
16 objection.
17 MR. INMAN: This might be very unusual, but may I say
18 something?
19 TRIAL EXAMINER: Yes.
20 MR. INMAN: I don't see how we can permit the General
21 Counsel to select those aspects of a very complex picture be-
22 tween this company and the Union in a lengthy strike and only
23 get those in the record. This is a letter written to employees
24 concerning this whole matter by the Union. This man is an
25 officer of the Union, not just an employee. I think it

1 certainly adds to the record and to your consideration of the
2 entire situation, if nothing else. It goes to some important
3 points which should be developed later on. It is certainly as
4 relevant as a whole lot of other material that is getting into
5 the record, and we feel that the other side of the picture has
6 to be shown, not just one side of the picture is to be shown.
7 We feel that we should be permitted to put into evidence what
8 the Union was telling to these witnesses as well as other em-
9 ployees that related in anyway to the strike situation.
10 It may go to the weight, but how we can say it is not
11 relevant is a mighty strong statement.
12 MR. GARDNER: What does that have to do with the conduct
13 alleged in the Complaint and the pleadings and the Answer to
14 the pleadings that join the issues? I fail to see it.
15 MR. INMAN: Well, all I am saying is that the Trial
16 Examiner is--
17 TRIAL EXAMINER: Well, Mr. Inman, I think that you are
18 fully aware that it has to be reasonably related to an issue.
19 I still don't know what it is about. The simple statement that
20 it will be developed later on, why don't you hold it and reoffer
21 it. I will reject it now and you may reoffer it later on if
22 you can tie it in with other evidence.
23 MR. STOUT: All right, Your Honor.
24 (The document above-referred to,
heretofore marked as Respondent's
25 Exhibit No. 4, was rejected.)

1 Q. (By Mr. Stout) Mr. States, you looked at the letter
2 which we have been arguing about here a moment ago?
3 A. Yes, sir, I did.
4 Q. You did attend the meeting that was set up for October
5 20th, is that correct?
6 A. I attended all of the meetings. I don't know the exact
7 date of when they were, but I attended all of them.
8 Q. You attended the one that was held right after you
9 received this letter that I showed you?
10 A. Yes, sir.
11 Q. All right.
12 At that time this hearing or the hearing, the fact that
13 the hearing was to be held was discussed, is that correct?
14 A. Was the hearing discussed in the meeting?
15 Q. Yes, the fact that there was going to be a Labor Board
16 hearing, was that discussed in that meeting?
17 A. I wouldn't say discussed--
18 Q. Or mentioned?
19 A. It was merely mentioned, I imagine, that there was going
20 to be a hearing here, that's right, there was.
21 Q. Were you told at the meeting that the company was going
22 to have to pay you and the others any loss of earnings because
23 you weren't allowed to come back to work?
24 A. Something like that was mentioned.
25 Q. You were told that the company had been found guilty of

1 MR. STOUT: Yes, and credibility in general and what
2 the employees, well, prejudice and credibility in general.
3 TRIAL EXAMINER: I will sustain the objection as to
4 form since you included the letter and your language "led to
5 believe" is a conclusion. Sustained.
6 Q. (By Mr. Stout) Have you ever been told by the Union
7 representative either orally or in writing, that you would be
8 paid loss of earnings, any loss of earnings because you weren't
9 allowed to come back to work?
10 A. I don't really remember. I have had so many letters.
11 TRIAL EXAMINER: I hope you don't pursue this. I am
12 going to have to put a stop to it because it is a relatively
13 remote point having relevancy on the general issue of credibility
14 I think that you are pursuing this at too great a length.
15 MR. INMAN: Mr. Examiner, may I inject something?
16 TRIAL EXAMINER: What real difference does it make if
17 the Union, having filed the charges, tells the employees that
18 if they win--this is the legal conclusion--they might be
19 entitled to back pay? Do you think that that establishes suf-
20 ficient prejudices to impeach your witness?
21 MR. INMAN: I think it does two things. In the normal
22 case, we are all experienced and we know that in an 8 (3) case
23 we are dealing with back pay and that the witnesses have a
24 monetary interest. But it's seldom in a case that the Union
25 has pep rallies about it. This goes far beyond that and it is

1 seldom that the Union attempts to whip up enthusiasm over that
2 subject and beyond that, there is explanation, I think, for
3 some of the company's counteractions, or some of the company's
4 injudicious language as testified here about "I am going to
5 put your ass in jail," and so forth. In the light of false-
6 hoods that were not only told but printed by the Union to the
7 employees and I think this is the other side of the picture
8 that you need to see.
9 TRIAL EXAMINER: All right.
10 Now, Mr. Inman, does the letter here reflect the infor-
11 mation you seek to introduce on that point-- To give you a
12 basis for argument without having to go into it further by
13 cross examinating other witnesses, I will suggest--it was re-
14 jected, put it in the Rejected Exhibit File and I will look
15 at it in the Rejected Exhibit File. If I think it has relevance
16 or sufficient relevance, I will reverse my ruling in my report
17 at the time. And, of course, you can file your exception and
18 you can make your argument before the Board if I rule adversly.
19 MR. STOUT: Your Honor, rather than having you put it
20 in the Rejected Exhibit File, I would rather reoffer it at a
21 later time. There is one particular period of this trial that
22 there is going to be no question of its admissability, in my
23 opinion. So I would rather do that than go through the Reject-
24 ed Exhibit File procedure.
25 TRIAL EXAMINER: All right.

P R O C E E D I N G S

9:40 a.m.

TRIAL EXAMINER LIPTON: On the record.

Mr. Stout, you have indicated off the record that Mr. Inman, who is Counsel for Respondent will be here a little later this morning?

MR. STOUT: Yes sir.

TRIAL EXAMINER: Mr. Gardner, are you ready to proceed?

MR. GARDNER: I am.

TRIAL EXAMINER: Please call your next witness.

MR. GARDNER: I call Lee Lewis.

LEE LEWIS

Was called as a witness by and on behalf of the General Counsel, and having been first duly sworn, was examined and testified as follows

DIRECT EXAMINATION

Q. (By Mr. Gardner) State your full name, please.

A. Lee Lewis.

Q. Where do you live?

A. Route one, Florence, Box 471.

Q. How long were you employed by Mississippi Steel?

A. Eight years, nine months.

Q. What was your job?

A. Lay out work.

Q. Pardon.

Q. What was your rate of pay before the strike started?

A. $1.70 an hour.

Q. And the job that you have just stated you had, is that the same job that you had at the time the strike began?

A. Right.

Q. Did you take part in the strike?

A. Yes

Q. Picketing?

A. Right.

Q. At any time during the strike, did you have conversations with any company officials or agents?

A. Mr. Caldwell.

Q. Which Mr. Caldwell?

A. Senior.

Q. When did that occur?

A. It occurred on April 24th.

MR. STOUT: Mr. Trial Examiner, will you ask the witness to speak up?

TRIAL EXAMINER: Mr. Lewis, will you try to speak a little louder. Perhaps you can pull your chair up a little closer.

A. (Continuing) it was April 24th.

Q. (By Mr. Gardner) Where did that conversation occur?

A. At my home.

Q. Was anybody else present there?

A. My brother, L. C. Lewis and Danny Lee Lewis.

Q. Your home, will you tell us where it is located?

A. At Florence.

Q. Is there a street address?

A. Route one, Box 471.

Q. Will you tell us what happened on that occasion?

A. He asked me would I go back to work.

TRIAL EXAMINER: Did he come in person or telephone you?

THE WITNESS: He come there in person. I told him that I wouldn't cross the picket. So he asked me if I would-- he was in a jam and if I would come back and help him get out of the jam, that he would appreciate it. He couldn't pay no more because of the trouble he was having, but if I would come back he would appreciate it.

Q. (By Mr. Gardner) Do you recall anything else he said during that conversation?

A. He said that no outsiders would tell him how to run that plant. If they did, he would close it down.

Q. You and your brother and cousin were present during this conversation?

A. That's right.

Q. Did he say anything else.

A. Well, there's lots more, but I can't recall.

Q. How did Mr. Caldwell come to your house?

1 A. He come in a car.

2 Q. Was anyone with him when he came?

3 A. Danny Lee, he was with him.

4 Q. Danny Lee doesn't live near you or your brother?

5 A. He lives a mile and a half before you get to my

6 house.

7 Q. Did Mr. Caldwell ever speak to you again after this

8 conversation?

9 A. It was some days later.

10 Q. How many days later?

11 A. I can't recall right now.

12 Q. Can you recall about?

13 A. It was the following week.

14 Q. All right.

15 A. He said that he had been to a sheriff at Brandon and

16 if they was scared to come back that he would talk with the

17 sheriff and he say that he would put deputies and escort

18 them to work.

19 TRIAL EXAMINER: We will be off the record a moment.

20 (Discussion off the record)

21 TRIAL EXAMINER: On the record.

22 Q. (By Mr. Gardner) Where did this conversation take

23 place?

24 A. It taken place at my home.

25 Q. Did he come to your home again in his car?

A. He did.

Q. Who was present at that time?

A. Me and my brother, L. C.

Q. Was your cousin there also, Danny?

A. Not as I can remember.

Q. All right.

Will you please tell us again what occurred at that time?

A. Well, he said he had it clear that if we wanted to come back to work and was afraid that the sheriff would put deputies and escort us to work.

Q. Do you recall anything else?

A. I can't think of nothing else, not right now.

Q. Did you attempt to go back to work at any time after the strike?

A. No sir.

After the strike was over?

Q. Right.

A. Yes sir, I went back.

Q. When did that occur?

A. I don't know the exact time when it was.

Q. Do you remember how long it was, approximately, from the time the strike ended?

A. I think it was, as near as I can recall, it was sometime in September.

Q. Was anybody with you at the time?

A. Me and my brother, L. C.

Q. Did you speak to anyone on that occasion?

A. Personnel manager.

Q. Who was that?

A. I don't know his name.

Q. Where did you speak to him?

A. At the personnel office.

Q. Would you tell us what was said at that time?

A. I asked him was work available. He said not right then. Wasn't no opening right then.

Q. What did you say?

A. He said as soon as we get an opening that I would be called.

Q. Did you receive any calls from the company after that?

A. I didn't.

MR. GARDNER: I have no further questions.

MR. STOUT: I make the usual demand for pretrial statements, et cetera.

MR. GARDNER: I have no affidavit of this individual.

MR. STOUT: What about a questionaire?

TRIAL EXAMINER: We will be off the record.

(Discussion off the record)

TRIAL EXAMINER: On the record.

MR. GARDNER: Let the record show that I am turning

1 Q. Who spoke first when he got there?

2 A. Mr. Caldwell.

3 Q. Did Danny Lewis say anything?

4 A. He talked.

5 Q. What did he say?

6 A. Well, sir, he asked Danny would he come back to work.

7 He told him he was scared to come back.

8 Q. Go ahead. What else did Danny tell him?

9 A. He told Danny if he was scared, he would put guards

10 around his house around the clock.

11 Q. Did anybody else say anything about being afraid or

12 scared?

13 A. Well, no, sir.

14 TRIAL EXAMINER: Was this the first visit or second

15 visit? This was the first visit--

16 THE WITNESS: First visit.

17 TRIAL EXAMINER: You don't recall whether Danny was

18 there on the second visit?

19 THE WITNESS: No sir, I don't.

20 THE TRIAL EXAMINER: He might have been there?

21 THE WITNESS: He might have been.

22 Q. (By Mr. Stout) The second visit Mr. Caldwell told you

23 that he had been to see the sheriff?

24 A. Right.

25 Q. And that you and L. C., I believe it is, your brother

1 would be protected if you were afraid?

2 A. Yes sir.

3 Q. Did Danny Lewis say what he was afraid of?

4 A. Not that I can recall, he didn't.

5 Q. Had somebody else's house been shot into or bombed or

6 dynamited around your neighborhood?

7 A. No sir.

8 Q. That never happened around your house?

9 A. You mean during this strike?

10 Q. Just shortly before Mr. Caldwell's visit?

11 A. No sir, not as I can recall.

12 Q. You were aware of the car being bombed and the other

13 shootings during the strike?

14 A. I read that in the paper, yes, sir.

15 Q. All right.

16 Did you ever work anywhere other than the fab shop

17 when you worked for Mississippi Steel?

18 A. No sir.

19 Q. When you went to the personnel manager, you say it

20 was sometime up in September?

21 A. I believe it was.

22 Q. Did you tell him that you wanted to go back to the fab

23 shop?

24 A. He asked me would I take any other kind of work other

25 than the fab shop and I told him I wouldn't. I would take a

different job from what I have, but it had to be in the fab

-13
2

Q. Sometime up in September before you went back to ask for a job?

A. Yes sir.

Q. When you were working out at the plant, if you remember, how many people worked on your shift in the fab shop?

A. I don't know, sir. I would have to study a long time on that. I just can't remember right off.

Q. You remember recently having a letter from Mr. Gardner here and a questionaire attached to it that you sent back to him?

A. Yes sir, I did.

Q. You were questioned on there about the number of employees on your operation before the strike.

A. I remember it.

Q. It was about seventeen on your shift?

A. I don't know the exact number.

Q. What is your best estimate?

A. Beg your pardon.

Q. What is your best recollection or estimate of the number?

A. You mean on that--

Q. On your shift before the strike.

A. You mean estimate it?

Q. Yes, please.

1 A. I would say around seventeen or eighteen or nineteen.
2 Q. This first time that Mr. Caldwell came to your home,
3 did he ask you why you were not working?
4 A. Not as I can recall.
5 Q. All right.
6 What did L. C. Lewis say if anything, while Mr.
7 Caldwell was there?
8 A. Well, he asked him about coming back to work, too.
9 Q. I asked you what did L. C. Lewis say?
10 A. I don't remember.
11 Q. There's a lot of this conversation that you don't
12 remember, isn't there?
13 A. Yes, sir.
14 Q. The part that you do remember, you are not too sure
15 of, are you?
16 A. I'm sure of the part I remember.
17 Q. But you just don't remember anything else?
18 A. I can't remember all of it, no, sir.
19 Q. When was it that Mr. Caldwell said that he couldn't
20 pay you no more than he had been paying you?
21 A. That was on April 24th.
22 Q. Did he make that statement just to you or to all three
23 of you?
24 A. All three of us.
25 Q. Who brought up the subject of more pay?

1 A. Mr. Caldwell mentioned it.

2 Q. He just said that he couldn't pay you more than he had

3 paid you before?

4 A. Yes sir.

5 Q. And that's all he said about it?

6 A. Yes sir.

7 Q. All right.

8 What did you tell him when he came back and told you

9 that he had talked to the sheriff at Brandon?

10 A. I told him that I would study over it and if I

11 decided to go back, I would call him.

12 Q. Anything said during either one of these conversations

13 about men working, already working in the plant?

14 A. No sir.

15 Q. You have been down to the union meeting since the

16 strike ended?

17 A. Yes sir.

18 Q. Was the fact that this case was going to be coming

19 up discussed in these meetings?

20 A. Yes sir, they said for us to come on the 12th.

21 Q. November 12th?

22 A. December 12th.

23 Q. December 12th, excuse me, I'm sorry.

24 What was said again? I didn't hear everything.

25 A. We was told at the meeting that the hearing would

1 You are just not sure what was said at any time?

3

2 A. Yes sir, I'm sure of the things that I can recall.

3 I'm here, to tell the truth.

4 Q. There was a lot said in both of these conversations

5 with Mr. Caldwell that you just can't remember?

6 A. That's right, I can't remember all that he said.

7 Q. You can't remember everything you said?

8 A. Beg your pardon.

9 Q. Can you remember everything that you said or do you

10 remember everything that you said, I should say?

11 A. I don't know, sir.

12 Q. What about L. C., do you remember everything that he

13 said?

14 A. No sir, I don't.

15 Q. Danny, do you remember everything he said?

16 A. No sir, I don't.

17 MR. STOUT: I have no other questions, Your Honor.

18 REDIRECT EXAMINATION

19 Q. (By Mr. Gardner) Mr. Lewis, did you receive a

20 subpoena to come here and testify here today?

21 A. I did.

22 MR. GARDNER: No further questions.

23 TRIAL EXAMINER: The witness is excused.

24 (Witness excused.)

25 TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

MR. GARDNER: Call L. C. Lewis.

L. C. LEWIS

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows

DIRECT EXAMINATION

Q. (By Mr. Gardner) State your full name and address, please.

A. L. C. Lewis, Route one, Florence, Box 407.

Q. How long were you employed by Mississippi Steel?

A. Eight years, nine months.

Q. Did you take part in the strike?

A. Yes sir.

Q. What was your job just before the strike?

A. Operating bender.

TRIAL EXAMINER: Operating what?

THE WITNESS: Operating bender.

Q. (By Mr. Gardner) Who was your foreman or supervisor at that time?

A. Mr. Gillmore.

MR. STOUT: Who?

THE WITNESS: Mr. Gillmore.

Q. (By Mr. Gardner) What was your rate of pay?

A. $1.65.

3

1 TRIAL EXAMINER: Would you try to slow it down just
2 a little bit and speak a little louder so we can all hear
3 you in the room.
4 THE WITNESS: Yes sir.
5 TRIAL EXAMINER: Thank you.
6 Q. (By Mr. Gardner) Mr. Lewis, did any of the company
7 officials or foremen or anything ever speak to you at any
8 time during the strike?
9 A. No sir.
10 Q. Did any of the company officials or foremen ever
11 speak to you at your home or relatives home at any time?
12 A. No sir.
13 Q. Are you acquainted with Mr. Caldwell, Sr.?
14 A. Yes sir.
15 Q. Did Mr. Caldwell, Sr. ever speak to you?
16 A. Yes sir.
17 Q. When did that occur?
18 A. April 24th.
19 Q. Where did Mr. Caldwell speak to you?
20 A. At my home.
21 Q. Was anyone else present during this conversation?
22 A. Yes sir.
23 Q. Will you please tell us who was present?
24 A. Lee Lewis and Danny Lewis.
25 Q. Who is Danny Lewis?
A. He is my cousin.

24
3

1 Q. Where did this conversation take place?
2 A. Well, we was out in the yard when Mr. Caldwell--
3 Q. Whose yard?
4 A. Lee's yard.
5 Q. How did Mr. Caldwell get to this location, do you
6 know?
7 A. No sir.
8 Q. Would you please tell us what was said during that
9 conversation?
10 A. They said would we come back to work.
11 MR. STOUT: Your Honor, I hate to interrupt, but I
12 simply can't hear this witness.
13 A. (Continuing) Mr. Caldwell asked us would we come back
14 to work.
15 Q. (By Mr. Gardner) Who did he ask that of?
16 A. He asked me would I come back to work.
17 TRIAL EXAMINER: Hold it a moment.
18 How is it now, Mr. Stout?
19 MR. STOUT: It is a little better.
20 TRIAL EXAMINER: Please proceed.
21 Q. (By Mr. Gardner) Did he ask anyone else to come back
22 to work?
23 A. Yes sir, he asked Lee and he asked Danny.
24 Q. Do you recall anything else said by either Mr. Caldwell
25 or yourself or by anyone else present?

A. No sir, I told him that I wouldn't cross the picket.

Q. Do you recall anything else being said?

A. He said if we would come back and get him out of a jam, he would appreciate it, but he couldn't promise us no more money. He would appreciate it if we would get him out of a jam.

Q. Do you recall anything else being said?

A. No sir, not that I can remember right now.

Q. Did you all say anything else?

A. Before he left he said if we decided to come back, call him and then we would meet him at Contracting Materials and he would takeus in.

Q. Do you recall anything else during that conversation?

A. No sir, I believe not.

MR. STOUT: What was the answer?

TRIAL EXAMINER: Mr. Reporter, the last question and answer.

(The last question and answer was read back by the reporter.)

Q. (By Mr. Gardner) Do you recall him saying anything about outsiders coming in?

MR. STOUT: I object, Your Honor. The witness' last answer indicates to me that nothing else was said in the conversation. Accordingly, it's not a matter of attempting to refresh the witness's recollection.

25 4

1 TRIAL EXAMINER: Well, the witness's last answer
2 was not as he could recall. I will take that as an attempt
3 to refresh.
4 Do you have the question?
5 THE WITNESS: No sir.
6 TRIAL EXAMINER: Mr. Reporter, would you read the
7 last question?
8 (The pending question was read back by the reporter.)
9 THE WITNESS: (No response)
10 Q. (By Mr. Gardner) Do you recall him saying anything
11 about he would run it like he always had run it?
12 A. Yes--
13 MR. STOUT: Object to the leading, Your Honor.
14 MR. GARDNER: His recollection has been exhausted.
15 I am attempting to refresh his recollection.
16 TRIAL EXAMINER: What else do you remember in this
17 conversation when Mr. Caldwell, Sr. visited your house and
18 that of your brother? Anything else that you remember that
19 you didn't testify to? Think hard.
20 THE WITNESS: Well, he said he wouldn't have no out-
21 siders coming in, you know, and telling him how to run his
22 plant. Before he would have someone tell him how to run it,
23 he would shut it down.
24 TRIAL EXAMINER: What else? Testify to everything
25 that you can remember about that conversation. What
Mr. Caldwell, Sr. said and what you or Lee or Danny said.

-27
4

THE WITNESS: That's all I can recall--remember.

TRIAL EXAMINER: All right.

Mr. Gardner, we did have a pending question which was not answered. You may withdraw that and take it from this point.

Q. (By Mr. Gardner) How long did Mr. Caldwell remain there talking to you people?

A. I don't know exactly, I would say thirty, forty minutes, I would guess.

Q. Did Mr. Caldwell ever speak to you after this occasion?

A. No sir, no more than the second time he came around.

TRIAL EXAMINER: It was the second visit?

THE WITNESS: Yes.

TRIAL EXAMINER: When was that?

THE WITNESS: I don't know. It was a week following then.

Q. (By Mr. Gardner) Who was present during that conversation, Mr. Lewis?

A. Lee Lewis was present at that conversation.

Q. Was Danny present?

A. Not that I can remember.

Q. Anyone with Mr. Caldwell at that time?

A. No sir, not that I can remember.

Q. Where did that conversation take place?

28
4

1 A. It taken place at the same place.

2 Q. Where was that?

3 A. Out in Lee's yard.

4 Q. How long did that conversation last?

5 A. I would say about fifteen, twenty minutes, I would

6 say approximately.

7 Q. Would you tell us what you recall of that conversation?

8 A. Well, he asked us had we, you know, made our mind up.

9 MR. STOUT: I'm sorry, I cannot hear or understand.

10 TRIAL EXAMINER: Mr. Reporter, the last question and

11 answer, please.

12 (The last question and answer was read back by the

13 reporter.)

14 TRIAL EXAMINER: Please continue.

15 A. (Continuing) I said, "No sir, I haven't."

16 Q. (By Mr. Gardner) Did Lee say anything that you recall?

17 A. No sir, I can't remember what Lee said.

18 Q. Did he ask Lee anything?

19 A. Yes sir, we was all talking, but I can't remember

20 what he asked Lee.

21 Q. Do you recall Mr. Caldwell saying anything else?

22 A. No sir, I don't recall him saying anything.

23 Q. Do you recall if he repeated any of the statements

24 that he made to you in the earlier conversation?

25 MR. STOUT: Object, Your Honor.

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: This is just a way of trying to refresh him without leading the witness too much at this point.

MR. STOUT: It's not only leading, but it calls for a conclusion.

MR. GARDNER: I agree it calls for a conclusion.

TRIAL EXAMINER: Well, whether it is a repetition exactly, is that what you mean?

MR. STOUT: Yes sir.

TRIAL EXAMINER: Now, this second visit, what else do you remember so far as the conversation is concerned? What else did Mr. Caldwell say?

THE WITNESS: That's all that I can remember.

TRIAL EXAMINER: Do you remember anything that your brother, Lee, said?

THE WITNESS: No sir, I can't remember nothing he said.

THE TRIAL EXAMINER: Mr. Gardner.

Q. (By Mr. Gardner) Do you recall when the strike ended, Mr. Lewis?

A. How's that?

Q. The strike and picketing, do you recall when it ended?

A. Was I called?

Q. Do you remember when that ended?

A. When the strike ended?

30 4

1 Q. Yes.

2 A. You are talking about the date when the strike ended?

3 Q. Yes.

4 A. No sir, I don't know the date it ended.

5 Q. Did anyone advise you that the strike was over?

6 A. Yes sir, we was in meeting when it was over.

7 Q. Did you ever go back to the company at any time and

8 ask for your job back?

9 A. Yes sir.

10 Q. How long after this meeting did that occur?

11 A. I can't tell you exactly, but sometime in September

12 when I went and asked for my job back.

13 Q. Was anyone with you at the time?

14 A. Yes sir.

15 Q. Who was present?

16 A. Lee.

17 Q. Anyone else?

18 A. No sir.

19 Q. Who did you speak to on that occasion?

20 A. The personnel manager.

21 Q. Do you know his name?

22 A. No sir, I don't know his name.

23 Q. Who was in his office when you spoke to him?

24 A. Me and Lee went in the office and started in the door

25 and he said, "One at a time," and Lee went in and talked to

him and then he come out and I went in.

Q. Will you tell us what was said at that time?

A. I asked him for my job back and he asked me what department did I work in and I told him the fab shop.

Q. All right.

What did he say?

A. He said what was my job in the fab shop and I told him operating bender.

Q. Did he say anything else?

A. He said that he didn't have no openings right then, but how could he get in touch with me if he happened to call me.

Q. If what? If he has to call you?

A. Yes sir, and I said, "I don't have a phone. Would he get in touch with me through Lee because Lee has the phone."

Q. Did you give him Lee's phone number?

A. That's right.

Q. Did you say anything else?

A. No sir.

Q. Did he say anything else?

A. No sir.

Q. Has anyone from the company ever contacted you since that conversation?

A. No sir.

MR. GARDNER: I tender the witness.

MR. STOUT: I make the usual demand for pretrial statements and letters, et cetera, affidavits, and so on.

MR. GARDNER: Let the records show that I am turning over to Mr. Stout Mr. L. C. Lewis' form questionaire.

TRIAL EXAMINER: No affidavit, just the questionaire?

MR. GARDNER: No sir.

TRIAL EXAMINER: We will be off the record for a moment.

(Discussion off the record)

TRIAL EXAMINER: On the record.

CROSS EXAMINATION

Q. (By Mr. Stout) Mr. Lewis, this conversation with Mr. Caldwell, or these conversations with Mr. Caldwell that you talked about, these conversations were at your house or --

A. My brother's yard.

Q. Your brother's yard. You don't live with your brother?

A. No sir.

Q. So neither one of them took place at your house?

A. No sir.

Q. All right.

You said during the first conversation that Danny Lewis was present?

A. That's right.

Q. Did Danny come with Mr. Caldwell, Sr.

33 4

1 A. Yes sir.

2 Q. As I understand it, you can't remember anything now

3 that Danny or Lee said to Mr. Caldwell or to each other

4 during his visits?

5 A. No sir.

6 Q. Do you remember Danny saying that he was afraid to go

7 back to work or scared to go back?

8 A. No sir, not that I can remember. I don't remember

9 Danny saying that.

10 Q. Did he ever tell you that at any other time?

11 A. Who, Danny?

12 Q. Yes.

13 A. No sir.

14 Q. You mentioned--let me rephrase it.

15 Do you remember when the strike ended, the date?

16 A. No sir.

17 Q. Do you remember the month?

18 A. I can't recall.

19 Q. You mentioned something awhile ago about a meeting

20 and the strike ending. Was the meeting before the strike

21 ended?

22 A. Not that I can remember.

23 Q. Well, how did you learn the strike had ended?

24 A. We went to a meeting.

25 Q. All right.

34 5

1 What happened at the meeting?

2 A. Mr. Edwards said we were going to pull the picket.

3 Q. He said they were going to?

4 A. Yes sir.

5 Q. Did he say when they were going to?

6 A. No sir, I can't remember that, when he said he was

7 going to. I remember him saying that we was going to pull

8 the pickets off.

9 Q. Did you ever picket yourself?

10 A. Yes sir.

11 Q. But you weren't picketing at that time?

12 A. No sir.

13 Q. Mr. Caldwell's second visit, was there anything said

14 about the sheriff at Brandon?

15 A. Yes sir.

16 Q. Did Mr. Caldwell, Sr. tell you that he had talked to

17 the sheriff at Brandon and that if you all wanted to come

18 back to work, the sheriff would see that you all were

19 protected?

20 A. Yes sir.

21 Q. What was your job before the strike?

22 A. Operating a bender.

23 Q. Did you ever work as a lay out man?

24 A. Sir?

25 Q. Did you ever work as a layout man?

40 5

such contention.

TRIAL EXAMINER: All right.

Now, what the witness has testified to and your demand is a highly contingent one. If it does constitute a statement or an affidavit or a writing within the Jenks rule you want it, but we don't know that it does constitute that. So I think that we have to leave it on the basis that the General Counsel has been asked to furnish all statements and affidavits and unless you know that the General Counsel has something in addition that does come within the rule, we will have to let it stand as it does right now.

MR. STOUT: Well, my position is right now that what this witness has described is within the rule if it, in fact, exists.

TRIAL EXAMINER: All right.

You can argue that in your brief.

MR. STOUT: All right, sir.

Q. (By Mr. Stout) When you want to see the personnel manager in September, as I understand it, you told him that you wanted your job back, is that correct?

A. Yes sir.

Q. Mr. Lewis, do you recall during this first visit Mr. Caldwell made to your brother's home, do you recall Danny Lewis saying that if any of the other men came back to work, he would come too?

-41 5 6

A. No sir, I don't remember.

Q. You just don't remember one way or the other?

A. I don't remember Danny saying anything like that.

Q. All right.

Was Kermit Jones present during any of these conversations?

A. No sir.

Q. Did you ever work on the shearer in the fab shop?

A. Yes sir, I have worked on the shearer.

Q. But your regular job was bender operator?

A. That's right.

MR. STOUT: I have no other questions of this witness.

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: No further questions.

TRIAL EXAMINER: The witness is excused.

(Witness excused.)

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

MR. GARDNER: We call Jimmy C. Payne

JIMMY C. PAYNE

Was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows

DIRECT EXAMINATION

Q. (By Mr. Gardner) State your full name and address, please.

A. Jimmy C. Payne, 230 Cunningham Drive, Jackson.

Q. How long have you been employed by Mississippi Steel?

A. Eight years, a little over eight.

Q. Did you take part in the strike at Mississippi Steel?

A. Yes sir.

Q. What was your job before the strike?

A. Overhead crane operator.

Q. Who was your boss and foreman at that time?

A. Jack Huff.

Q. Huff?

A. Huff.

Q. H-u-f-f?

A. That's right.

Q. What was your rate of pay?

A. $2.10.

Q. Mr. Payne, did you hold any position in the union?

A. Yes sir.

Q. What was your position?

A. Financial secretary.

Q. You were elected to this position?

A. Yes sir.

Q. Tell us where the union usually holds their meetings?

A. At the Carpenter's Hall, 626 South State Street.

Q. Did you hold meetings at regular intervals?

1 A. Well, we would just call a meeting. We wouldn't have
2 no regular time to have it. We would just call a meeting and
3 we wouldn't have no regular schedule to go by.
4 Q. How did you go about calling a meeting?
5 A. Well, we had--Mr. Edwards would tell us and we would
6 tell the men.
7 Q. Was it word of mouth or was it any other means of
8 communication?
9 A. Well, I don't think so.
10 Q. You didn't put out any bulletins or any such things?
11 A. No, not to my knowledge.
12 Q. Who arranged for these men to come?
13 A. Mr. Edwards.
14 Q. Do you recall anything unusual occurring at any of
15 these meetings that were held during the time the strike was
16 in existance?
17 A. Yes.
18 Q. Would you please tell us about that?
19 A. Well, I believe it was in January, I believe, around
20 the 20th. I went into the Union hall at 7:20, I believe, and
21 I noticed a car sitting across the street with two people in it,
22 but I didn't pay any attention to who they were, and I went on
23 up stairs and around 7:25, my brother came up and asked did
24 we know Mr. Dyas was over across the street in a car. I told
25 him that I knew it was somebody, but I didn't pay any attention

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7

to who it was when I came up.

Q. Did you do anything?

A. Well, Henry Jenkins goes down stairs and walks across the street--

MR. STOUT: I object, Your Honor, unless he establishes --

MR. GARDNER: Okay, I'll do that.

Q. (By Mr. Gardner) Did you observe Henry Jenkins going down the stairs and across the street?

A. Yes sir.

Q. Where were you?

A. I was up stairs looking out the window.

Q. Is there a window overlooking the street?

A. Yes sir.

Q. Which street is that?

A. South State Street.

Q. What time of day was it, do you recall?

A. It was about--it was right 7:30 that evening.

Q. How was the light at that time?

A. It was still daylight.

Q. Were the street lights on?

A. No sir, it was in the summer time.

Q. Tell us then what you observed from your position at the window?

A. Henry, he walked in front of this car and walked around

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1 to the side and looked into the car and he came back later and
2 said it was Mr. Dyas.
3 Q. Where was the car's position? Where was it located?
4 A. It was across the street from the union hall.
5 Q. Directly across or at an angle?
6 A. Well, kind of at an angle, not too much.
7 Q. What type of car was it?
8 A. It was a white car. I don't know the name of the car,
9 I mean, what kind of a car it was, but I believe it was a
10 foreign car.
11 Q. All right.
12 Did anything else happen at that time?
13 A. Well, me and Mr. Edwards, we went down stairs and as
14 we got down on the street on the side walk this car passed by.
15 Q. Did you recognize any of the people in the car?
16 A. It was Mr. Dyas and some woman.
17 Q. Who was driving the car?
18 A. The woman.
19 But he was writing something on a pad. I couldn't--
20 Q. How do you know that?
21 A. I seen him. He had it on the dash writing.
22 Q. You saw him doing this from the street or from the
23 window?
24 A. From the window.
25 Q. How far would you estimate it was from the window

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that you were standing at to Mr. Dyas' car?

A. About 150 yards.

Q. How far--do you know of your own knowledge how far it is after you got down on the sidewalk, across the street?

A. Well, from where the car passed it was about, I'd say around ten or twelve feet. It might not have been that far from where we was standing.

Q. Did anyone say anything at this time?

A. Mr. Edwards hollered, "Hey, Dyas, wait a minute," and he kept driving.

Q. What was the purpose of that meeting, Mr. Payne, do you know?

MR. STOUT: I am going to object to the relevancy, Your Honor. I understand the surveillance allegation.

MR. GARDNER: I will withdraw it.

TRIAL EXAMINER: It is withdrawn.

Q. (By Mr. Gardner) Mr. Payne, you have testified that you have been working for the company for eight years?

A. Yes sir.

Q. During this period of time, did you receive any type of bonuses or gifts, or anything?

A. Yes sir.

Q. Would you describe that to us, please?

A. We got a bonus. I started to work in July, on July 19, 1958, and that following Christmas we got a bonus.

1 Q. Did you receive one each year thereafter?
2 A. Yes sir.
3 Q. How did you receive this bonus?
4 A. In check.
5 Q. Was it a separate check from your ordinary wages?
6 A. Well, for the best of my knowledge for about a couple
7 of times it was separate.
8 Q. Was anything attached to these checks at anytime during
9 the years?
10 A. It was a little card.
11 Q. Do you recall what that card had on it?
12 A. It was just "Congratulations for doing a good job."
13 Q. Was this card attached each year?
14 A. Yes sir.
15 Q. Did you not receive this bonus at anytime? Was there
16 any years that you didn't receive it?
17 A. Yes sir.
18 Q. When was that?
19 A. That was right after the election.
20 Q. Did any of your foremen or supervisors ever say anything
21 to you about the bonus?
22 A. Yes sir, I asked Mr. Paul Boyd--
23 Q. When was this?
24 A. This was right after the election in December.
25 Q. Was anyone else present during this conversation?

48 1 A. No sir.

6 2 MR. STOUT: I object, Your Honor. There's nothing in

3 the complaint about this conversation.

4 MR. GARDNER: That's correct, we have no alleged 8 (a) (1

5 statement in the Complaint, but the testimony goes to the

6 failure to grant the Christman bonus which is alleged and the

7 fact that it has been alleged 8 (a) (3) and (5) violations.

7 8 It goes to show discrimination.

9 TRIAL EXAMINER: He is talking about Mr. Boyd. What

10 is paragraph 23 (a)? This does not relate to it?

11 MR. GARDNER: No sir, it does not.

12 TRIAL EXAMINER: This was my basis--

13 MR. STOUT: 23 (a) relates prior to the election.

14 MR. GARDNER: This was after the election.

15 TRIAL EXAMINER: I see.

16 MR. GARDNER: It goes to the discriminatory aspects of

17 failure to grant.

18 TRIAL EXAMINER: This testimony is in relation,

19 generally, to paragraph seventeen?

20 MR. GARDNER: That's correct, sir.

21 TRIAL EXAMINER: Well, so far as that is concerned, the

22 Respondent admits that it did not pay a gift.

23 MR. GARDNER: Yes, but I don't think it is admitting,

24 also, that the failure to grant--I'm sure that the Respondent

25 has taken the position that it was not discriminatory in it's

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1 failure to grant the gift or bonus. We are contending it is
2 and our concluding paragraphs of the Consolidated Complaint
3 and the amendment to the Consolidated Complaint, this paragraph
4 which included as 8 (1), (3) and (5) violations.
5 TRIAL EXAMINER: You are relying on paragraph seventeen
6 in connection with this testimony?
7 MR. GARDNER: I am, sir.
8 Q. (by Mr. Gardner) Where did this conversation take place?
9 A. In the melt shop office.
10 Q. Was anyone else present at the time?
11 A. No sir.
12 Q. Would you please tell us what was said?
13 A. I asked Mr. ~~Boyd~~ Board was we going to get the Christmas
14 bonus and he said, "No, that the man with the briefcase left
15 with it." That's the exact words he told me.
16 MR. STOUT: Would the witness speak up, Mr. Trial
17 Examiner, I mean would you ask him to?
18 TRIAL EXAMINER: Mr. Reporter, the last question and
19 answer, please.
20 (The last question and answer was read back by the
21 reported.)
22 Q. (By Mr. Gardner) Did he ever tell you who the man with
23 the brief case was?
24 A. No sir.
25 Q. Do you know of your own knowledge of anyone carrying a

1 Would you describe the circumstances of Mr. Miller's
2 presence in relation to that conversation?
3 THE WITNESS: Well, on the day of the election, Mr.
4 Miller was out there, and he had a brief case.
5 TRIAL EXAMINER: This is just on the day of the election?
6 THE WITNESS: Yes, sir.
7 TRIAL EXAMINER: This is not on the day that Mr. Board
8 was talking to you?
9 THE WITNESS: No, sir.
10 TRIAL EXAMINER: And that was the reason that you
11 assumed that it was Mr. Miller to whom he was referring?
12 THE WITNESS: Yes, sir.
13 TRIAL EXAMINER: I will grant the motion to strike
14 the reference to Mr. Miller, the man with the brief case.
15 MR. STOUT: Your Honor, before we proceed, I interpret--
16 for my clarification--I interpret this to mean striking every-
17 thing after the witness's answer that was read back which was
18 the exact words that he used?
19 TRIAL EXAMINER: Well, the statement, of course, remains
20 in about what Mr. Board said.
21 MR. STOUT: Yes.
22 TRIAL EXAMINER: But the reference to Mr. Miller--
23 MR. STOUT: Yes, sir, I understand your ruling now. I
24 simply wanted to have it clear in my own mind.
25 Q. (By Mr. Gardner) Mr. Payne, I am not sure before when

1 I was questioning you of the date that you allegedly saw Mr.
2 Dyas outside the Union hall?
3 A. I believe that was--I'm not sure, but it was on the
4 20th of August, I believe. I may be wrong.
5 TRIAL EXAMINER: You said January, I believe.
6 MR. STOUT: Originally he did, Your Honor.
7 THE WITNESS: It has been so long I can't remember.
8 TRIAL EXAMINER: It was in August?
9 Q. (By Mr. Gardner) Was it during the strike?
10 A. Yes, sir.
11 Q. The strike hadn't ended--
12 A. Wait a minute. I don't know--yes, I'm pretty sure it
13 was.
14 TRIAL EXAMINER: Pretty sure it was during the strike?
15 THE WITNESS: Yes, sir.
16 Q. (By Mr. Gardner) Do you recall when the strike ended,
17 Mr. Payne?
18 A. On July the--wait a minute, August the 8th, I believe.
19 Q. Were you informed by anyone that the strike was being
20 ended?
21 A. Yes, sir.
22 Q. By whom?
23 A. By Mr. Edwards.
24 Q. When was that?
25 A. That was a couple of days before we pulled the strike

1 off. I don't know the exact date.

2 Q. How did he notify you?

3 A. He just said we were sending the boys back on the 8th.

4 Q. Was anyone else present at the time?

5 A. Yes, sir, but I don't remember who, I don't remember

6 the names.

7 Q. Where did he make this statement?

8 A. At the Union hall.

9 Q. Do you know approximately how many people were present

10 at that time?

11 A. Oh, it was seven or eight, I'd say, I'm not sure.

12 Q. Were any other meetings held?

13 A. Well, it was one held on Sunday night, I believe, before-

14 Q. You weren't present at that meeting?

15 A. Yes, sir.

16 Q. Oh, you were? What was the purpose of that meeting?

17 A. For everybody to go back and ask for their jobs back.

18 Q. So you had two meetings about this matter?

19 A. No, sir, one.

20 Q. The one on Sunday that you are referring to, how many

21 people were present at that meeting?

22 A. I would say thirty-five or forty, maybe more.

23 TRIAL EXAMINER: This is the Sunday meeting, thirty-five

24 or forty were present?

25 THE WITNESS: Yes, sir, it might have been more.

1 Q. (By Mr. Gardner) You just referred to another meet-
2 ing where eight people were present. In relation to the
3 Sunday meeting--
4 A. That wasn't a meeting. We were just in the office in
5 the Union hall when that came up.
6 Q. Was there more than one meeting held on that Sunday?
7 A. No, sir, to my knowledge I don't think there was.
8 Q. What were the people told at that meeting that you
9 recall?
10 A. They were told to go back and ask for their jobs.
11 Q. Were they told to go back at any particular time?
12 A. Yes, sir.
13 Q. When?
14 A. On that following Monday, that was on the 8th.
15 Q. Did you go back and apply for your job at any time?
16 A. Yes, sir, on the 8th.
17 Q. Was anyone with you at the time?
18 A. Not when I went in the office, itwasn't.
19 Q. Where did you go before you went into the office?
20 Did you go anywhere?
21 A. I went to the guard gate.
22 Q. How far is the guard gate from the office?
23 A. I don't know. Just guessing, I'd say 300 feet.
24 Q. Do you recall what time of day that was?
25 A. I got at the gate about nine, and it was about, I'd

1 say, 11:00 o'clock or 11:30.

2 Q. Was there anyone else at the gate when you arrived?

3 A. Yes.

4 Q. A number of people, one or more?

5 A. It was about eighteen or twenty.

6 Q. Did any more arrive after you got there?

7 A. Yes, sir.

8 Q. When you went into the office, approximately how many

9 people were there at the gate?

10 A. I would say it was around eighteen, just guessing.

11 Q. Do you know who these people were?

12 A. Well, I knew them all, but I don't remember all of

13 their names.

14 Q. Do you recall any of the names?

15 A. Well, there was David Manning, John Wright and Charlie

16 Wright, Hosie Anderson and my brother, J. T. Payne.

17 TRIAL EXAMINER: Your brother?

18 THE WITNESS: Uh-huh.

19 TRIAL EXAMINER: J. T.?

20 THE WITNESS: Uh-huh.

21 A. (Continuing) I just don't remember all of their

22 names.

23 Q. Do you remember any more?

24 A. Otis Woodley, I remember him, he was there.

25 Q. Mr. Payne, I now show you what has been offered into

1 evidence as General Counsel's 1 (aa), entitled "Schedule A"
2 which is attached to--
3 MR. STOUT: Mr. Gardner, I am going to voice an objec-
4 tion. I would appreciate it if you wouldn't show it to him
5 before I voice my objection.
6 MR. GARDNER: All right. Go ahead and voice it.
7 MR. STOUT: I'm sorry, I thought you had more of your
8 question.
9 MR. GARDNER: No, I didn't.
10 MR. STOUT: I object to this, Your Honor. I can't see
11 any relevancy. I object to it. It is most obviously pre-
12 liminary to a leading question, and I object to showing him
13 the Complaint which is what he is actually showing him.
14 TRIAL EXAMINER: Mr. Gardner?
15 MR. STOUT: And obviously this witness is well aware
16 of what that Schedule A is and that the General Counsel is
17 contending that all of those people are entitled to jobs, and
18 I object strenuously to this type of examination.
19 MR. GARDNER: I think this witness is qualified to
20 testify who he saw at the gate on that morning.
21 MR. STOUT: He has testified to whom he saw.
22 MR. GARDNER: Yes, and he has exhausted his recollec-
23 tion. He has indicated that there are others than those
24 that he named, and I am attempting now to refresh him further.
25 MR. STOUT: I don't think showing him the Complaint is

1 the proper way of doing it.

2 TRIAL EXAMINER: O. K. I don't think we need any

3 cross arguement. I have the position of both of you on this.

4 Do you remember any other employees at the gate that

5 morning?

6 THE WITNESS: No, sir, I don't remember, but it was

7 about eighteen or twenty there, but some of those went in

8 later. I mean, some of the other boys went in later and I

9 don't remember the names.

10 TRIAL EXAMINER: Did you talk to any at the gate while

11 you were there?

12 THE WITNESS: Yes, sir.

13 TRIAL EXAMINER: Whom?

14 THE WITNESS: Well, I talked to David Manning, my

15 brother, and Hosie Anderson, John and Charlie Wright as I

16 know of.

17 TRIAL EXAMINER: I will permit the witness to look

18 at Schedule A which is just a list of names.

19 MR. INMAN: Mr. Examiner, I object to that character-

20 ization--

21 TRIAL EXAMINER: The objection is overruled.

22 MR. INMAN: I am objection to your characterization

23 that it is just a list of names. It is a list of names which

24 he knows are people seeking to get their jobs back, and auto-

25 matically he knows that every name named on that list seeks

1 to reapply for work. This is not like showing him a list of
2 names in which every name is not seeking to return to work.
3 This is not like a police show up where there is some question
4 of the identification. Here, any name that he picks out of
5 that list fits the General Counsel's case, so it is not just
6 a list of names.
7 TRIAL EXAMINER: All right.
8 Your objection is noted and it is overruled.
9 You may look at it.
10 Q. (By Mr. Gardner) I show you Schedule A, and see if you
11 can identify anyone that was at the gate on that date?
12 A. There was Herman Brown.
13 TRIAL EXAMINER: You saw Herman Brown?
14 THE WITNESS: Yes, sir.
15 A. (Continuing) Charles English, Jasper Harper.
16 TRIAL EXAMINER: Now, you know all of these people?
17 THE WITNESS: Yes, sir.
18 TRIAL EXAMINER: Do you know them personally?
19 THE WITNESS: Yes, sir.
20 A. (Continuing) And David Anderson.
21 TRIAL EXAMINER: I think you previously mentioned
22 Dave Anderson.
23 THE WITNESS: Hosie Anderson.
24 TRIAL EXAMINER: Oh, Hosie?
25 A. (Continuing) Excell Enochs, Ruben Fletcher, Marcellus

1 Green, Henry Jenkins.

2 TRIAL EXAMINER: Are you sure that you saw all of

3 these people--

4 THE WITNESS: Yes, sir.

5 TRIAL EXAMINER:- --that morning?

6 THE WITNESS: I am pretty sure I did.

7 A. (Continuing) And Herman Travis--not Herman Travis,

8 I'm sorry--Herman Brown.

9 TRIAL EXAMINER: You have already mentioned Herman

10 Brown.

11 A. (Continuing) And that's all I remember seeing.

12 Q. (By Mr. Gardner) How long did you remain at the gate

13 before entering?

14 A. Well, I left, I would say, a quarter til twelve.

15 Q. You left where?

16 A. Left the gate.

17 Q. To go inside?

18 A. No, to go back to the Union hall.

19 Q. Had you gone inside and spoken to anyone at that time?

20 A. Yes. About 11:30, I went in.

21 Q. What time did you originally arrive?

22 A. At the gate?

23 Q. Yes.

24 A. Around nine.

25 Q. You didn't get in until about 11:30?

1 A. That's right.

2 Q. All right.

3 Did you speak to anyone when you got in?

4 A. Yes, sir.

5 Q. With whom did you speak?

6 A. Mr. Ken Ashley.

7 Q. Was anyone present during that time?

8 A. Mr. Paul Board was sitting there.

9 Q. Was he present during the whole conversation?

10 A. Yes.

11 Q. Will you please tell us what was said by yourself or

12 either Mr. Board or Mr. Ashley?

13 A. I asked Mr. Ashley about my job and he asked me would

14 I accept any other job other than what I was doing and I told

15 him, "No." He said, "Well, if he got any openings, he would

16 call me."

17 Q. Has he ever called you?

18 A. No, sir.

19 MR. GARDNER: I tender the witness.

20 MR. STOUT: I make the usual demand for the production

21 of pretrial statements, affidavits, and so on.

22 MR. GARDNER: Let the record show that I am turning

23 over two affidavits given by Mr. Payne and his questionnaire.

24 TRIAL EXAMINER: We will be off the record.

25 (Discussion off the record.)

1 ago?

2 A. Yes, sir.

3 Q. I show you what has been marked as Respondent's Exhibit

4 No. 2, and ask you if that is the card that you are referring

5 to.

6 A. Yes, sir.

7 Q. All right. Thank you, sir.

8 This conversation that you had with Mr. Board, you

9 asked him if--I think you phrased it--"Are we going to get

10 the bonus?"

11 A. (Nods head, "Yes.")

12 Q. When did that conversation take place?

13 A. I don't have any idea, but it was after the election.

14 Q. Do you have any idea how long after the election?

15 A. No, sir.

16 Q. Where did it take place?

17 A. In the melt shop office.

18 Q. When was the election, by the way?

19 A. I believe it was on the 9th of December, but it was

20 before Christmas that I asked him that.

21 Q. How long before Christmas?

22 A. I don't know, sir.

23 Q. And you don't know how long after the election it was?

24 A. No, sir.

25 Q. When did the strike end?

1 A. About August 8th, wasn't it?

2 Q. Beg your pardon?

3 A. Was it August 8th?

4 Q. I'm asking you. What was the date?

5 A. It was August 8th.

6 Q. All right.

7 Is that the day that you went out to the plant and

8 talked to Mr. Ashley?

9 A. Yes, sir.

10 Q. How many men did you see go from the guard shack into

11 the office before you went in?

12 A. Oh, it was, I'd say it was ten or twelve. I'm not

13 sure exactly how many it was.

14 Q. Did you ever contact Mr. Ashley or anybody else in the

15 company after that day?

16 A. No, sir.

17 Q. Now, you said you were, I believe, financial secretary

18 of the Union?

19 A. Yes, sir.

20 Q. Were you also on the negotiating committee?

21 A. Yes, sir.

22 MR. STOUT: No other questions.

23 TRIAL EXAMINER: Mr. Gardner?

24 MR. GARDNER: No, sir.

25 TRIAL EXAMINER: The witness is excused, thank you.

AFTERNOON SESSION

1:45 P. M.

TRIAL EXAMINER LIPTON: On the record.

MR. GARDNER: Mr. Examiner, at this time we would propose a stipulation which involves some of the individuals named in Schedule A which is attached to General Counsel's Exhibit 1 (aa), which is the Consolidated Complaint. The stipulation goes to the date of application of certain of these employees, and we will limit the stipulation to the date applied for employment at the same or equivalent position that they held before the strike.

I think our stipulation is that in all cases the applications were oral. The following names and dates are those that apply:

Robert Lee Berry, B-e-r-r-y, September 2, 1966; Roben Fletcher, F-l-e-t-c-h-e-r, application was August 8, 1966. He was offered a job on August 11, 1966, and thereafter, returned to work on August 16, 1966.

Marcellus Green, August 8th; Edean Lefler, L-e-f-l-e-r, August 16th; J. T. Payne, August 8th; Charles Wright, August 8th; John Wright, August 8th; Dave Anderson, August 8th; Herman Brown, August 8th; David Manning, August 8th; Wyatt Millsaps, August 8th; Kermit Jones, August 8th, returned to work August 22nd; Danny Lee Lewis, August 8th, returned August 22nd.

MR. STOUT: Returned to work.

AFTERNOON SESSION

1:45 P. M.

TRIAL EXAMINER LIPTON: On the record.

MR. GARDNER: Mr. Examiner, at this time we would propose a stipulation which involves some of the individuals named in Schedule A which is attached to General Counsel's Exhibit 1 (aa), which is the Consolidated Complaint. The stipulation goes to the date of application of certain of these employees, and we will limit the stipulation to the date applied for employment at the same or equivalent position that they held before the strike.

I think our stipulation is that in all cases the applications were oral. The following names and dates are those that apply:

Robert Lee Berry, B-e-r-r-y, September 2, 1966; Roben Fletcher, F-l-e-t-c-h-e-r, application was August 8, 1966. He was offered a job on August 11, 1966, and thereafter, returned to work on August 16, 1966.

Marcellus Green, August 8th; Edean Lefler, L-e-f-l-e-r, August 16th; J. T. Payne, August 8th; Charles Wright, August 8th; John Wright, August 8th, Dave Anderson, August 8th; Herman Brown, August 8th; David Manning, August 8th; Wyatt Millsaps, August 8th; Kenneth Jones, August 8th, returned to work August 22nd; Danny Lee [illegible], August 8th, returned August 22nd.

MR. STOUT: Returned to work.

ago and postponed to this week. We are late--not late--but we are into the second day of the hearing. This is the--first of all, there was a Complaint and then there was a Consolidated Complaint and an Amendment to the Consolidated Complaint and then this would be another amendment to the Consolidated Complaint, and it would appear to me to require us to defend four more cases, at this stage of the proceedings, putting the total number up to ninety. I feel it's an undue and unfair burden upon us and should not be permitted. Particularly in view of the fact that this is going to be a lengthy hearing to begin with, and we are making every effort that we can to expedite it of having to investigate four more alleged failures to rehire cases when we are in court all day for long hours. It's a burden that I don't think either our client or Mr. Inman and I should be imposed on. I think it's prejudicial to our client to do so.

TRIAL EXAMINER: Well, Mr. Gardner, why this late?

MR. GARDNER: Well, first of all, this information wasn't available to us earlier, unfortunately. As these things happen in pretrial many times, if you uncover certain things that weren't available during the investigation stage of the case. We don't feel that it is a great burden to prepare for four additional alleged unfair labor practice strikers. We feel that their records would disclose this information quite readily and without too much difficulty.

TRIAL EXAMINER: Well, you are claiming surprise. I don't like these last-minute amendments, and they do come up from time to time. In some cases--I'm talking generally--the General Counsel's office is remiss, and on the subject of amendments to Complaints, of course, that applies, too.

The nature of this, however, I am inclined to think that it is not an undue burden since it is essentially a group allegation and I will put it this way. I will grant the motion, but if you are claiming surprise and you need additional time to prepare, I will give you that.

MR. STOUT: Your Honor, I'm sure we will need additional time to prepare. It's not just a question of looking up some records somewhere, or something like that, for these four men. I don't know anything about the four men, and I don't want my remarks to be construed as accusing them of anything, but naturally, in preparing to defend this type of case, we need to search into whether or not there was any misconduct on their part, if they were, in fact, engaged in the strike; if so, the extent of it. We, of course, are not being--bear in mind that this is a very general allegation; on or after August 8th, made application. I don't know, some of these men may be employed by us at the moment, but I will say this, it has taken, under my supervision and with my participation to some extent, it has taken this company a good three weeks or more just to compile data requested by the General Counsel.

1 It is not to say that we wouldn't have done it anyway in some
2 instances, but it's not as simple as it sounds to compile this
3 information or to follow through on these four cases for our-
4 selves involves checking time cards over a long period of
5 time; involves asking several management and supervisory per-
6 sonnel about any contact that they had with them about apply-
7 ing for work. The point that I am driving at is not just the
8 undue burden, but the completely fouling up of any scheduling
9 that we could hope to plan on.
10 I don't know that this appears in the record, but we
11 know we have all been pushing to be sure we finish this trial
12 for this week for one reason or another. I know I have another
13 one next week, and I don't know what Mr. Inman's committments
14 are next week. Two of my principal witnesses will be away
15 from the city next week and with this type of allegation--
16 amendments, rather--at this stage, it could be easily in the
17 position of having to postpone or adjourn, I should say, until
18 after the first of the year when I am sure that all of us have
19 other trials, and committments, also.
20 As far as something turning up in pretrial preparation,
21 there again, as I say, we are in the afternoon of the second
22 day. Surely the Charging Party knew who participated in the
23 strike and if this was to be a group allegation, surely they
24 could have supplied all the names to the Fifteenth Region, to
25 the Regional Director's office when they were investigating

this charge. Over this period of however many months it has been that they have had the Charge which was amended at least once to comply with the Complaint, if I recall correctly. I would assume that was the purpose.

TRIAL EXAMINER: Well, the allegation, so far as the Complaint is concerned, is still the same. It involves a group. There have been cases where on a question of an unfair labor practice strike, they didn't even know at the time of the hearing precisely how many were involved in the group; this is my recollection. Sometimes it is left to compliance. Now, these men were, assuming hypothetically, that these men were unfair labor practice strikers, the whole group, those in the group of the unfair labor practice strikers, they were included in the violation.

So far as time to run down what you need, I appreciate what you say and I appreciate the lateness of it. I also accept the General Counsel's statement that he didn't have this information earlier, but I would not think that it would require that much time to prepare. While the hearing is going on, just a telephone call to check down these men, whatever your defenses could be on this. If you are alleging that they were denied reinstatement because of misconduct, then, you ought to know that they were denied reinstatement because of this conduct.

MR. SHOTT: Your Honor, I have no way of knowing that.

1 I have no reason to think that these four men--

2 TRIAL EXAMINER: Yes, I know, but there are personnel

3 records and there are just four. In any event, I have granted

4 the motion and, Mr. Stout, might I suggest that you get the

5 machinery in operation now to gather whatever facts you need

6 and at the appropriate time, upon the request for additional

7 time to gather facts, I will hear from you on it.

8 MR. STOUT: Your Honor, I won't belabor that point. I

9 will make the motion at the appropriate time.

10 I will at this time move, in effect, make a Motion for

11 A Bill of Particulars to require General Counsel to specify

12 the date or dates upon which these individuals, four individuals

13 applied for employment, and in what manner did they apply, oral-

14 ly or written, and to whom did they apply, which agents of

15 Respondent did they make application to.

16 TRIAL EXAMINER: Mr. Gardner?

17 MR. GARDNER: I will give him that information.

18 TRIAL EXAMINER: That is agreed. Then I would grant

19 the motion in any event.

20 Is there anything further along these lines?

21 MR. STOUT: May I inquire, I don't mean to speak direct-

22 ly to Mr. Gardner, but I would like to know when he is going

23 to supply the information; now or at some later time?

24 TRIAL EXAMINER: All right.

25 Now, are you prepared to get this information up right

We feel that this material which has been subpoenaed is most relevant material, and should be submitted by Respondent at this time.

TRIAL EXAMINER: All right.

I will have this marked as Trial Examiner's Exhibit 1, the Petition to Revoke.

(The document above-referred to was marked as Trial Examiner's Exhibit No. 1 for identification.)

TRIAL EXAMINER: Now, in the Petition to Revoke under paragraph 2 thereof is an accurate quote of paragraph 6 of the subpoena which is solely in issue so that the subpoena itself need not be introduced and as I am prepared to rule in favor of the General Counsel on this and Respondent has indicated that it wishes the Petition and Answer and ruling to become part of the official record, I am introducing as Trial Examiner's Exhibit 1 and my ruling in favor of General Counsel on the basis that the objection to paragraph 6 of the subpoena as being too vague and general is without merit since the Respondent does know what it has in its personnel and payroll records concerning the applications or offers made by those strikers to return after the end of the strike, and can determine from those records if the records so reflect that applications were made. It or [illegible] the records and this is all that the subpoena requests [illegible] the records reflect.

The remaining [illegible] the subpoena relating to the naval

of the offer, whether to former or substantially equivalent positions, if the personnel or payroll records of the Respondent so reflects I think it is relevant that such information be produced and, of course, the dates that such applications or offers were made, similarly, if they are part of the official business records of the Respondent and the personnel action taken in response to such offer or application.

(The document above-referred to, heretofore marked as Trial Examiner's Exhibit No. 1, was received in evidence.)

TRIAL EXAMINER: I don't find merit in the remainder of the Petition to Revoke, that is, paragraph 6 thereof that it is a fishing expedition and a shifting of the burden of proof. The allegation was set forth in the Complaint as a general proposition and this is properly within the relm of the authority of the General Counsel to obtain through the subpoena process.

We will be off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

ARTHUR LEWIS THOMPSON

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Give the reporter your full name and address, please.

THE WITNESS: Arthur Lewis Thompson, 307 North West, Canton, Mississippi.

TRIAL EXAMINER: Mr. Thompson, will you try to speak loudly enough for all of us to hear you clearly.

DIRECT EXAMINATION

Q. (By Mr. Gardner) Mr. Thompson, when were you employed by Mississippi Steel?

A. In June, about a year and ten months.

Q. Did you take part in the strike out at Mississippi Steel?

A. Yes, sir.

Q. What was your job?

A. I was crane follower, follow the crane.

Q. Crane?

A. Yeah.

Q. What was your rate of pay?

A. $1.50.

Q. Who was your foreman or supervisor?

A. Mr. King.

Q. What department was that?

A. Hot bed.

Q. Now, after the strike was over, did you ever go back to the company?

A. Yes, I went back.

Q. When did you go back?

A. I went to the gate guard about August--I don't know exactly what date it was I went to the gate guard--me and James Harris.

Q. James who?

A. Harris.

Q. "Harris" you are saying?

A. Yeah.

Q. Was there anyone else present?

A. No, sir.

Q. How long after the strike ended did you go down there? How long had it been over?

A. About a week.

Q. Did you speak to the guard on that occasion?

A. I went to the guard and asked him could we see the personnel manager, and he said the personnel manager wasn't in.

Q. What did you do then?

A. I stayed around a little while, and he didn't show up and I went back home, and about August 10th I called on the phone.

TRIAL EXAMINER: About August 10th, you called on the phone?

THE WITNESS: Yes, sir.

Q. (by Mr. Gardner) Do you remember what time of day it was when you called?

A. It was about twelve.

Q. Who did you call?

A. I called to speak to the personnel manager. I recollect it was the personnel manager I was talking to.

Q. Did you know his name?

A. I don't know his name, but I know the guy was here from personnel--

MR. STOUT: I can't hear the witness.

TRIAL EXAMINER: Speak up.

A. (Continuing) The guy that was here. I don't know his name.

TRIAL EXAMINER: He was in this hearing room?

THE WITNESS: He's the personnel manager now.

TRIAL EXAMINER: You saw him in this room?

THE WITNESS: The personnel man, yes, sir.

Q. (By Mr. Gardner) Have you ever spoken to the personnel man on the telephone?

A. Yes, sir.

Q. When you made your telephone call, did you ask for someone?

A. I asked to speak to the personnel manager.

Q. What did you say to him when you spoke to him?

A. I asked him could I get my job back, could I come and get my job back.

MR. STOUT: [illegible] that?

TRIAL EXAMINER: "Come and get his job back."

Q. (By Mr. Gardner) What did he say?

A. He said he would call me and let me know if anything developed right then.

Q. Did he ever call you back?

A. I don't know. I wasn't--if he called me, I wasn't at home.

Q. Did you give him a telephone number when you spoke to him?

A. Yes, sir.

Q. Do you have a phone at your house?

A. No, sir, across the street.

Q. Did you give him any other information when you spoke to him?

A. No, sir.

MR. GARDNER: I have no further questions.

MR. STOUT: I make the usual demand for production of pretrial statements and any other materials to which I am entitled.

MR. GARDNER: Let the record show I am turning over to Counsel a questionnaire of Mr. Thompsons.

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

CROSS EXAMINATION

R-23

1 Q. (By Mr. Inman) Mr. Thompson, when did you go to work
2 for Mississippi Steel?
3 A. In June of the first year they had the first double
4 shift on. It was in June. I don't remember the date.
5 Q. You don't know what year?
6 A. I believe '64.
7 Q. Did you have the same job the whole time you were there?
8 A. Yes, sir.
9 Q. This crane follower's job?
10 A. Yes, sir.
11 Q. What did you say your rate of pay was?
12 A. About $1.50.
13 Q. You don't remember exactly?
14 A. No, sir. I worked at night. It might have been a little
15 more than that for night. I worked on the night shift.
16 Q. Do you know the last day that you worked there?
17 A. The last day of the strike, April 23rd.
18 Q. You worked up until the strike itself?
19 A. Yes.
20 Q. Did anybody tell you that date before you came in here?
21 A. You are talking about the strike?
22 Q. Yes.
23 A. No, sir.
24 Q. How do you happen to remember that date?
25 A. I remember it was on a Saturday.

8-24
5

Q. It was on a Saturday?

A. (Nods head, "Yes.")

Q. You remember that?

A. We had a load of steel to get out and we worked until 12:00 o'clock that Saturday.

Q. How do you remember it was April 23rd?

A. It might not have been April 23rd.

Q. You are not sure?

A. No, but I know it was on a Saturday.

Q. Have you been on more than one strike at the company?

A. Yes, sir.

Q. When was that other strike?

A. It was before the last.

Q. Do you remember how long before?

A. No, sir.

Q. Do you remember what time of day that strike started?

A. The last--the first?

Q. The first one.

A. It was at night.

Q. It was at night?

A. (Nods head, "Yes.")

Q. Did you go out on strike at that time?

A. Yes, sir.

Q. Do you know what date the second strike ended?

A. No, sir.

Q. Could the time that you went to the gate to get your job back, the first time that you went to the gate, could that have been in September of 1966, September of this year?

A. It was September or August. I don't know which one was the date, but it was between September and August.

MR. INMAN: I mark this document for identification as R 6.

(The document above-referred to was marked as Respondent's Exhibit No. 6 for identification.)

MR. INMAN: This is a questionnaire identical to R 1 (5).

TRIAL EXAMINER: It is a questionnaire--it is the response of this witness, the questionnaire?

MR. INMAN: Yes.

Q. (By Mr. Inman) I will ask Mr. Thompson if this is his signature on the questionnaire?

A. Yes.

Q. Did you fill this out on that date, November 12, 1966?

A. Yes.

Q. And you returned it to the Labor Board in the mail?

A. I returned it in the mail, but I didn't mail it right away.

Q. You didn't mail it right away, but you did mail it back to them?

A. Yes.

Q. You made these answers on this questionnaire?

Yes.

Q. [illegible]

A. I was guessing at the date on the plans.

Q. You were guessing?

A. Yes, sir.

Q. But, to the best of your knowledge, they are [illegible], is that right?

A. Yes, sir.

MR. INMAN: I would like to offer this in evidence because this contains several items which we might contend are inconsistant with his statement, but I think really the main purpose is to clarify his statement. I think this might be more accurate than his recollection now.

TRIAL EXAMINER: Statements in what respect?

MR. INMAN: In two places--

TRIAL EXAMINER: Hold it just a moment. Don't read it in because it is not admitted yet.

On what issue? on the issue of application, the date?

MR. INMAN: Yes.

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: I have no objection if it is being offered for that limited purpose.

TRIAL EXAMINER: All right.

For that purpose as described, it is admitted.

(The document above-referred to, heretofore marked as Respondent's Exhibit No. 6 was received in evidence.)

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5

Q. (By Mr. Inman) Did you ever go back to the plant in an effort to get your job other than that time that you went to the gate that you and Mr. Harris were there at the same time?

A. No.

Q. Did you ever call--except for the one time that you have already told us about--did you ever call the plant again trying to get your job back?

A. No, sir.

Q. When the man that you spoke to on the phone on that occasion, as I understood it, he told you that they were sort of getting organized and he would let you know?

A. No, he told me that they would let me know if they have available for my job.

Q. If they have availability for your job?

A. Yeah, something like that.

Q. Something like that?

A. (Nods head, "Yes")

Q. I want you to think carefully about it when the man you spoke to on the phone told you that he would get in touch. Didn't he say things were pretty upset, and for you to stay in touch with him?

A. I don't know, I can't remember.

Q. You are not saying that he didn't say that? He could have said that, isn't that right?

A. I am not saying he didn't. He could have, but I can't

remember it now.

Q. You just can't remember it?

A. (No response.)

Q. Did you ask him for your job back?

A. Yes, sir.

Q. You didn't discuss any other job?

A. No, sir.

MR. INMAN: That's all.

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: No, sir.

TRIAL EXAMINER: The witness is excused, thank you.

(Witness excused.)

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

Call your next witness.

MR. GARDNER: We call Mr. Miller.

EMERSON F. MILLER

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Gardner) State your full name and address for the record, please, Mr. Miller.

A. Emerson F. Miller, 3651 58th Street North, St. Petersburg,

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5

1 Florida.

2 Q. By whom are you employed, Mr. Miller?

3 A. United Steel Workers of America, AFL-CIO.

4 Q. How long have you been employed by that organization?

5 A. Twenty-three years.

6 Q. What is your position?

7 A. Staff representative.

8 Q. Have you ever worked out of this area? This area,

9 speaking of Jackson, Mississippi?

10 A. I have.

11 Q. When is the last time you worked out of Jackson,

12 Mississippi?

13 A. February 25, 1966.

14 MR. INMAN: We might save an awful lot of time. There's

15 no contest about who Mr. Miller is, and we will stipulate that

16 he represents the Union and he appeared in the first negotiat-

17 ing sessions, and we strained through all of this and I really

18 think it delays this terribly.

19 MR. GARDNER: Will you also stipulate that the size of

20 the unit or the number of people who voted in this election?

21 MR. STOUT: I don't particularly see the relevancy,

22 but I have no objection.

23 TRIAL EXAMINER: Well, now, I would take official notice

24 of the papers in the representation case filed on this. This

25 shouldn't be a matter of dispute. Have you sought a stipulation

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6

TRIAL EXAMINER: All right.

MR. INMAN: Excuse me for interrupting. I have caused more trouble than it was worth. I was trying to save something.

TRIAL EXAMINER: Sometimes good intentions go awry. The number of people who voted, what's the figure that you have?

MR. GARDNER: Well, the approximate number of eligible voters was 162.

TRIAL EXAMINER: 162. Is that on your tally of ballots?

MR. GARDNER: That is correct.

TRIAL EXAMINER: So stipulated?

MR. STOUT: So stipulated that that is what the tally of ballots reflect, Your Honor.

MR. GARDNER: No void ballots; ninety-one voted for Petitioners; sixty-one against; a total of 152 people voted in the election.

TRIAL EXAMINER: Is that stipulated?

MR. STOUT: Yes, sir.

TRIAL EXAMINER: The stipulation is admitted.

Q. (By Mr. Gardner) Mr. Miller, after the Union was certified as the bargaining representative of certain employees of Mississippi Steel, what, if anything, did you do, sir?

A. I made a phone call to the company on January 7th or 8th, and I was informed that I was speaking to Mr. Caldwell.

Q. Who did you ask to speak to?

A. I had asked to speak to the owner--operator of it, Mr. Caldwell.

Q. Do you know if this was Mr. Caldwell, Sr. or Mr. Caldwell, Jr.?

A. I am not sure, but I think it was stated that it was Mr. Caldwell, Jr. speaking.

Q. Tell us what was said.

A. At that time I asked Mr. Caldwell for some information pertinent to the situation. In other words, the file of employees, their jobs, their classifications, the amount of wages paid to them, the insurance policies, if any, and other pertinent information to the employees' well being at the plant and employment at the plant.

Q. What did Mr. Caldwell say, if anything?

A. He informed me that he would have to contact his attorneys and find out what he should do concerning my request.

Q. Did you take any other action after that telephone call?

A. Yes, I did not hear from him and on the 12th of January I sent to the company a letter requesting the same information in writing.

Q. All right.

(The document above-referred to was marked as General Counsel's Exhibit No. 2 for identification.)

Q. (By Mr. Gardner) I will show you now what I have marked as General Counsel's Exhibit No. 2, and ask you if this is the

1 letter that you are referring to?

2 A. That's the letter.

3 Q. Would you tell us, Mr. Miller, what you asked for in

4 that letter?

5 A. TRIAL EXAMINER: Wait a minute. Are you going to offer

6 the letter?

7 MR. GARDNER: Yes, sir.

8 TRIAL EXAMINER: Why does he have to tell you?

9 MR. GARDNER: All right.

10 TRIAL EXAMINER: Any objection?

11 MR. GARDNER: I offer at this time General Counsel's

12 Exhibit 2.

13 MR. STOUT: No objection.

14 TRIAL EXAMINER: General Counsel's 2 is admitted.

15 (The document above-referred to,
16 heretofore marked as General
Counsel's Exhibit No. 2, was
received in evidence.)

17

18 Q. (By Mr. Gardner) Mr. Miller, after sending this letter,

19 what did you do then?

20 A. On the 13th, I again called the company and once more

21 asked for Mr. Caldwell, and I was informed that he was out of

22 the plant. I asked if there was the superintendent there,

23 and he told me he was out in the shop and was unavailable, and

24 I asked if they would leave word for one of the gentlemen to

25 call me back, that I would like some information.

I waited until the 24th, and I had not received a call

so I called again and this time I was able to get Mr. Caldwell.

Q. All right.

Will you tell--

TRIAL EXAMINER: What was the date of your call?

THE WITNESS: The 24th of January.

Q. (By Mr. Gardner) All right.

Would you please tell us--

TRIAL EXAMINER: You are talking about Junior?

THE WITNESS: That's right.

Q. (By Mr. Gardner) Tell us what was said during that conversation.

A. I asked again if Mr. Caldwell would take and furnish me the information that I asked for in the letter, and at that time he informed me that the information had all been given to the attorneys and that the attorneys would give me whatever I was entitled to get. That he would have nothing to do with that and the attorneys, it was in their hands and nothing would be forthcoming from him.

Q. Did he tell you who you might contact?

A. Yes, he informed me who the attorneys were that he had retained, Kullman & Lang in New Orleans.

Q. Did he refer you to any particular attorney from Kullman & Lang?

A. No, he didn't.

Q. What did you do thereafter?

A. I tried to call Kullman & Lang--scratch that--excuse me--

I did call Kullman & Lang and I tried to get a hold of Mr. Inman, having been told that he was the one handling that, and Mr. Inman was out. So on the 25th of January, I wrote a letter to the company in which I asked them to meet with myself and the committee for the purpose of negotiating a contract--

MR. STOUT: May I interrupt. I assume this letter is going to be offered and it would be the best evidence.

(The document above-referred to was marked as General Counsel's Exhibit No. 3 for identification.)

Q. (By Mr. Gardner) I show you, Mr. Miller, what I have marked for identification as General Counsel's Exhibit 3, and ask you if that is the letter that you are referring to?

A. That's it, sir.

MR. GARDNER: At this time I will offer General Counsel's Exhibit 3.

TRIAL EXAMINER: Any objection?

MR. STOUT: No objection.

TRIAL EXAMINER: General Counsel's 3 is admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 3, was received in evidence.)

Q. (By Mr. Gardner) All right, sir.

A. I received--

Q. Just a minute.

Did you have any other telephone conversations with the people involved after that letter?

A. Not right at that time, no.

Q. What was the next thing that occurred?

A. I received from the attorneys, Kullman & Lang, the information pertinent to the letter of the 12th, and although at the time some of it wasn't--

Q. Just a moment now.

Was a letter attached to the information that was sent to you?

A. Yes, it was informing me this was the material that I had asked for.

Q. Do you recall the date that you received that information?

A. No, I can't exactly because through no fault of the company or mine, the information was transferred from one place to another trying to find me.

MR. GARDNER: I would request at this time that the Respondent produce the letter, the original of the letter, or your copy. The original seems to be lost.

MR. STOUT: May we go off the record just a second?

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

Q. (By Mr. Gardner) Mr. Miller, do you recall what was in

that letter from Mr. Inman?

A. Only briefly. I am aware of the fact that it stated that the information inside was covering the letter of request for the material. The date of which I am not sure of, but I do know that it was dated much earlier than what I received it due to this lapse of time that it took to catch up with me.

Q. Attached to that letter was certain documents, is that correct?

A. That is correct.

(The document above-referred to was marked as General Counsel's Exhibit No. 4 for identification.)

Q. (By Mr. Gardner) I show you now what I have marked for identification as General Counsel's Exhibit 4, and ask you if this was attached?

A. Yes, it was. That was one of the attachments.

MR. GARDNER: At this time I would offer General Counsel's Exhibit 4.

TRIAL EXAMINER: Mr. Stout, General Counsel's 4, any objection?

MR. STOUT: No, sir, I beg your pardon, I am terribly sorry.

TRIAL EXAMINER: General Counsel's 4 is admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 4, was received in evidence.)

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(The document above-referred to was marked as General Counsel's Exhibit No. 5 for identification.)

Q. (By Mr. Gardner) At this time I show you what I have marked for identification as General Counsel's Exhibit 5, and ask you if that was also attached to the letter that you referred to?

A. Yes, it was.

MR. GARDNER: I submit it.

MR. STOUT: No objection.

TRIAL EXAMINER: General Counsel's 5 is admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 5, was received in evidence.)

(The document above-referred to was marked as General Counsel's Exhibit No. 6 for identification.)

Q. (By Mr. Gardner) I show you now General Counsel's Exhibit No. 6, and ask you if that was also attached?

A. Yes, it was.

MR. INMAN: That's the insurance booklet?

MR. GARDNER: Yes.

MR. STOUT: No objection.

MR. GARDNER: I offer General Counsel's Exhibit 6.

TRIAL EXAMINER: Admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 6, was received in evidence.)

(The document above-referred to was marked as General Counsel's Exhibit No. 7 for identification.)

Q. (By Mr. Gardner) I show you what I have marked for identification as General Counsel's Exhibit No. 7, entitled "Your Profit Sharing and Retirement Plan" and ask you if that was attached?

A. That's true. It was.

MR. GARDNER: I offer General Counsel's Exhibit No. 7.

MR. STOUT: No objection.

TRIAL EXAMINER: Admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 7, was received in evidence.)

Q. (By Mr. Gardner) All right, sir.

After receiving this information, please tell us what happened next?

A. On the 28th of January, I received a letter from Mr. Inman stating that they could not meet on the suggested date of the 15th, but that he would be willing to meet with the committee and myself on the 17th of January at 11:00 a.m., and we would meet in the King Edward Hotel in Jackson, Mississippi. The company would make the arrangements for the room.

(The document above-referred to was marked as General Counsel's Exhibit No. 8 for identification.)

Q. (By Mr. Gardner) I show you what I have marked for identification as General Counsel's Exhibit No. 8, and ask

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you if that is the letter to which you refer?

A. That is it.

MR. STOUT: No objection.

MR. GARDNER: I offer General Counsel's Exhibit 8.

TRIAL EXAMINER: Admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 8, was received in evidence.)

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

Q. (By Mr. Gardner) That meeting was set for when, Mr. Miller?

A. February 17th, at 11:00 a.m.

Q. All right.

The King Edward Hotel?

A. Right.

Q. Who was present representing the Union at that meeting?

A. There was the committee composed of Mr. Overby, Mr. States, Mr. Sullivan, Mr. Payne and myself.

Q. Who was present representing the company?

A. Mr. Inman and I believe it was stated the personnel director, Mr. Dyas.

Q. Who was spokesman for the Union at that meeting?

A. I was.

Q. Who was spokesman for the company?

A. Mr. Inman.

Q. Will you please tell us what you recall that occurred at that meeting?

A. I opened the meeting by presenting the company with the facts of the contract, presenting them as a bargaining contract and not as a demand on the company. And that I would go through it paragraph by paragraph and if there was any questions they wished to ask, they could do so.

(The document above-referred to was marked as General Counsel's Exhibit No. 9 for identification.)

Q. (By Mr. Gardner) Let me show you at this time what I have marked for identification as General Counsel's Exhibit 9, and ask you if that is the proposal that you are referring to?

A. That is a copy of it, sir.

MR. INMAN: This may take just a minute because we had so many.

TRIAL EXAMINER: Do you want to be off the record?

MR. INMAN: Yes.

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

MR. GARDNER: I want to make it clear that the offer is confined only to the printed portion of the Exhibit. There are some penciled-in insertions which we will try to explain later on which were made by the Union representative.

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TRIAL EXAMINER: All right.

The offer of the printed portion only.

MR. STOUT: No objection.

TRIAL EXAMINER: All right.

Just the printed portion is admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 9, was received in evidence.)

Q. (By Mr. Gardner) You said that meeting started at 11:00, is that right?

A. That is correct.

Q. How long did that meeting last, do you remember?

A. It was rather a short meeting taking only the time that was necessary to go through it and explain it for the questioning that Mr. Inman might have on different sections.

Q. How did you handle that, Mr. Miller?

A. I read it and if there was any question concerning it when he asked for that particular one, in my reading of that particular one, why, I would try to answer to his satisfaction or at least until he had no more questions concerning it.

Q. You are testifying now that you read in entirety the proposal?

A. No, I don't believe it was necessary to read the contract in its entirety, only where there was a question or where there might be a misunderstanding or where I was asked what was meant by thatparticular section.

Q. Do you remember any particular section where Mr. Inman asked questions and what your responses were, if any?

A. Yes, I remember some of them. There was the remark passed about the check off by the company, by Mr. Inman concerning if we were asking for the regular check off of the Steel Workers, and I said, "Yes," and it was Mr. Inman's contention that they didn't believe in taking and being the collecting agency for the Union to maintain, to take and maintain the Union for us and that as of then he could say that they didn't agree with that, and then we went on to wages. He asked me to explain what I meant by that and I explained it and he said that he thought that the Steel Workers had a little bit too rich of an idea or what the jobs were for the size plant that we had there. Other than that, there were not too many things other than questions concerning what I meant. I believe there was one on the seniority, what we meant by the seniority that I explained.

Q. Do you recall any questions on holidays?

A. The only thing that I think was mentioned about that, that we were asking for a lot more than what was in the area, what was general in the area at that time.

Q. Do you recall any questions on insurance or pension?

A. No, sir.

Q. Any questions on bonuses?

A. I brought that to the attention of the company.

1 Q. What did you say?

2 A. That we did expect as part of the agreement for all

3 of the benefits that the people were now enjoying to be con-

4 tinued to be enjoyed, and that the bonus was one of those

5 that we wanted continued.

6 Q. What bonus are you referring to?

7 A. The Christmas bonus that had been paid in the past and

8 wasn't paid after the contract--after the Union had been

9 certified.

10 Q. What did Mr. Inman say, if anything?

11 A. That he would have to take and reserve his answers of

12 this until they had studied the proposal.

13 Q. All right.

14 Do you recall anything else being discussed at that

15 meeting?

16 A. Yes, there was one other thing that was mentioned that

17 we had--at that time--and that was concerning the wage the men

18 were being paid. We mentioned it to the company that there had

19 been a change, and that the men did object to it and that we

20 would like to see that the men were able to pick up their

21 checks as they did prior to that time.

22 Q. Who notified you of these changes that you are refer-

23 ring to?

24 A. The men in the shop had told us.

25 Q. Had the company ever notified you?

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A. No, they had not.

Q. Had the company at any time notified you about the Christmas bonus not being paid?

A. No, they had not.

Q. Do you recall anything else?

A. Not at this time on my recollection do I recall anything else other than we set a time in the future for another meeting to be decided by conversation or by letter between Mr. Inman and myself after he had consulted his date book to see what was on the agenda for him. He had to see his secretary to see what his future looked like as far as work was concerned. That was the end of our meeting, and that was the end of that. We had no meeting set up for the future, only that he would take and contact me and let me know when he could again meet.

Q. Did you contact Mr. Inman after that about a meeting?

A. No, I did not.

Q. Did Mr. Inman contact you?

A. No, he did not.

Q. What happened after that, Mr. Miller?

A. I left the district February 25th, which was just about eight days after our meeting.

Q. Did you know in advance that you were going to be leaving the district?

A. No, I did not.

Q. How much notice did you have?

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A. The 24th.

Q. Were you transferred somewhere else?

A. I was.

Q. Permanently?

A. Yes, it is a permanent transfer.

Q. To your knowledge, was anyone transferred in to replace you at that time?

A. Not to my knowledge. I did not know who was going to come in.

MR. GARDNER: I have no further questions.

MR. STOUT: At this time I make the usual demand for production.

MR. GARDNER: I have no affidavit or statement or letter, et cetera.

MR. STOUT: May we have a few minutes, Your Honor?

TRIAL EXAMINER: Yes. Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

CROSS EXAMINATION

Q. (By Mr. Stout) Mr. Miller, prior to this February 17th meeting, had you received the materials that Mr. Inman mailed to you such as the list of employees and the insurance program, and that type of material that Mr. Gardner showed you a moment ago?

A. Yes, I had.

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Q. Do you know how long or do you have any idea how long before the February 17th meeting that you received them?

A. No, I don't.

Q. Was this information or the information that you received in the mail from Mr. Inman, was it discussed at this meeting, the February 17th meeting?

A. No, it wasn't.

Q. All right.

Did you make any request for any other information at that meeting?

A. I requested at that meeting, if my memory serves me correctly, for a more explicit outline of the insurance and bonus plan.

Q. What was the discussion about at that meeting?

A. I don't believe there was much discussion on it. I believe that it was only that I asked for further information, as the pamphlets that I had received were the employees pamphlets.

Q. That was relating now to the hospitalization insurance?

A. Yes.

Q. Was there anything else?

A. Nothing more in that way, no, that I can recall.

Q. Did Mr. Inman and Mr. Dyas say anything in response to your request for more explicit information?

A. Mr. Inman said he would see what he could do about that,

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1 yes.

2 Q. As I understand it, as I understood your testimony a

3 moment ago, I should say, you presented a proposal, General

4 Counsel's Exhibit 9, you told Mr. Inman and Mr. Dyas that these

5 weren't fixed demands; it was a bargaining proposal--

6 A. That is correct.

7 Q. --or words to that effect?

8 A. That is correct.

9 Q. Did you also tell them that if they wanted to refuse

10 any of these proposals or wanted to change any of them, that

11 you wanted to know why?

12 A. Well, I didn't say it in those words, I'll assure you

13 of that.

14 Q. Did you say words--excuse me--did you tell them in so

15 many words or more, or do you recall exactly what you told

16 them?

17 A. Yes, I do.

18 Q. Oh, will you tell us what you told them then, please.

19 A. I told them that we were there for the purpose of bar-

20 gaining, and we would expect the company to propose counter-

21 proposals on any of the measures of which they did not agree

22 with us on.

23 Q. Did you take notes during this meeting?

24 A. No, I did not.

25 Q. What was--you mentioned something about a change in pay

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A. I was the representative in charge of the area at that time, yes.

Q. I see. Do you remember any discussion at that meeting relating to an article numbered Article 20, entitled "Contingencies"?

A. Uh-huh.

Q. Would you relate that discussion for us?

A. Well, in brief, Mr. Inman asked me what it meant, and I briefly told him if there is anything that we forgot, we want that, too.

Q. Did you tell him that you would intend for that to be in the final contract?

A. I said there would be an entirely different set up than that in the final contract, but that was just in case there were some things that we might have forgotten that we would want to take and bring up at a later date. It was put in for that reason so that we could take and add to, if we so desired.

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TRIAL EXAMINER: You mean a later date during the bargaining?

THE WITNESS: That's right, during negotiations.

Q. (By Mr. Stout) Mr. Miller, I notice in reviewing--I am looking at the proposal we have been discussing--that the Article 3 "Union membership and check off" contains what appears to be from hasty reading, a form of a Union security

clause or a maintenance membership clause, do you recall that?

A. That's true.

Q. Was there any discussion about that proposal on February 17th?

A. Yes, Mr. Inman said that they couldn't have anything to do with that. There was a law in the state that prohibited that, and I said that we had an article in the contract that saved the company--blameless for anything that they might do concerning that article at our request, and there would be no suits or anything that we would take all of the responsibility.

Q. I am inviting your attention particularly, Mr. Miller, on page one, paragraph two, under "Union Membership" and paragraph three, I believe it is, on the next page. Was there any discussion about the understanding that this would not be applicable or effective under the law of this state even if the company agreed to it?

A. That is true.

Q. This, I believe, was before the final vote on the repeal of Section 14 (b), is it not?

A. That's true.

Q. All right.

Now, on the check off clause, did Mr. Inman have any discussion, did he make any remarks about the language itself?

A. He asked me if I was referring to our regular green card and asked for a copy of our card that we proposed, yes.

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Q. Well, did he say anything to the effect that if the company accepted the check off clause, they wanted different language other than that contained in this proposal?

A. No.

Q. Well, do you recall him voicing any objection to the language as such?

A. Well, as I say, I do recall that he said that he would have to take and see the language and our card as we had it on our card at the time. Before he would take into consider that, he wanted to see the check off card as we had it.

Q. Yes. Do you recall him telling you that if you reached an agreement on the check off, he would want the authorization card attached to the contract?

A. Yes, sir.

Q. All right.

Now, as I understood you to answer a moment ago that Mr. Inman asked you to explain what was meant by the wage proposal, and you did explain it.

A. That was what we had asked for in the way of wages concerning the inclusion of the CWS Manual, and I did mention to him what we meant by that.

Q. I am inviting your attention to page three, article five, "Adjustment of Grievances." Do you recall any discussion of that article or any portion of that article at the February 17th meeting?

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1 A. If I recall correctly, I believe Mr. Inman made the
2 remark that it was, I believe he said, cumbersome. That it
3 was a little bit too cumbersome, and that we had too much
4 procedure in it. Other than that, I don't recall him pass-
5 ing any further remarks except, as I have said, he asked these
6 questions and we went on to the next.
7 Q. Was there any discussion in connection with, particular-
8 ly, paragraph (a) or article--excuse me--Section A under
9 article five as to the number of employees involved or the
10 size of the committee at the February 17th meeting?
11 A. Not as I recall it, no.
12 Q. Was there anything said during the meeting by either
13 you or Mr. Inman about the term or length of the agreement?
14 A. I believe it was mentioned.
15 Q. Do you recall anything that either you or Mr. Inman
16 said about it?
17 A. No, I don't.
18 Q. Do you recall any reference, do you recall making any
19 reference, I should say, to have a five-year agreement with a
20 wage reopen?
21 A. Never.
22 Q. All right.
23 Do you recall any discussion or any mention of a company
24 in Kentucky named, I believe, Greenleaf Steel?
25 A. The name is familiar, but that's all.

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Q. Do you recall making reference to it as being comparable with Mississippi Steel Corporation?

A. Yes, I believe that is correct. I believe I am the one that injected that, if I am not mistaken, for wage purposes and--

Q. Excuse me, sir, please proceed.

A. --and the benefits that they had received, yes.

Q. Do you recall Mr. Dyas saying anything in connection with the discussion of Greenleaf Steel?

A. I don't recall him saying anything in connection with anything.

Q. Well, do you recall whether or not Mr. Inman, perhaps then answered or replied to your comment about Greenleaf Steel?

A. There's no question in my mind that he replied; as to his reply, I wouldn't attempt to say what it was, but it probably wasn't in favor of my submission.

Q. Does Greenleaf Steel make reinforcing rods?

A. I believe they do.

Q. Do you know whether or not they make any other products?

A. I believe they do.

Q. I assume, Mr. Miller, that your testimony a moment ago to Mr. Gardner that February 17th is the last time that you had any active participation in the negotiations between the company and the Steel Workers?

A. That is a fact.

MR. STOUT: No other questions, Your Honor.

A. I can't answer that per se, no. I don't think as such that we discussed that that I can recall.

MR. GARDNER: I have nothing further.

EXAMINATION

Q. (By Trial Examiner) I just want to get clear on one thing. You stated on direct that you requested a more explicit outline of the bonus plant. Were you referring to Blue Cross and profit sharing?

A. That's right.

Q. You were not referring to the Christmas bonus plan?

A. No, I wasn't referring to more information on that. The only thing I asked about that was for the continuation of that. That's the only reference there was to the bonus plan, and that was the continuation of the benefits now received or in the past that had been received by the employees. My request was for the submission by the company of the benefits in the pamphlets.

TRIAL EXAMINER: Anything further?

MR. STOUT: Just one.

RECROSS EXAMINATION

Q. (By Mr. Stout) You say that you also asked Mr. Inman for more explicit information on the profit sharing plan, General Counsel's Exhibit 7. What was his response to your request?

A. Well, he had no other information on that at that time

and if there was anything else that he could get, he would take and see about that. There was no promise of anything that he could do because he was not aware of what there was on it, as near as what I could tell, but he would look into it and see what he could get for me.

MR. STOUT: I have nothing else, Your Honor.

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: No, sir.

TRIAL EXAMINER: The witness is excused.

(Witness excused.)

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: We will be adjourned until 9:00 o'clock tomorrow morning sharp.

(Whereupon, at 6:06 p.m. the hearing was recessed, to reconvene at 9:00 o'clock a.m. the following day.)

1 MR. GARDNER: General Counsel's Exhibit 12, which is in
2 response to paragraph two of the subpoena.
3 (The document above-referred to was marked as General Counsel's Exhi-
4 bit No. 13 for identification.)
5 MR. GARDNER: General Counsel's Exhibit No. 13, response
6 to paragraph three.
7 (The document above-referred to was marked as General Counsel's Exhi-
8 bit No. 14 for identification.)
9 MR. GARDNER: General Counsel's Exhibit 14 which is
10 response to paragraph four.
11 (The document above-referred to was marked as General Counsel's Exhi-
12 bit No. 15 for identification.)
13 MR. GARDNER: General Counsel's Exhibit 14, which is in
14 response to paragraph five.
15 (The document above-referred to was marked as General Counsel's Exhi-
16 bit No. 16 for identification.)
17 MR. GARDNER: General Counsel's Exhibit No. 16 which is
18 response to paragraph six.
19 TRIAL EXAMINER: You have General Counsel's Exhibits 11
20 through 16?
21 MR. GARDNER: 10 through 16.
22 TRIAL EXAMINER: 11 through 16, and these constitute the
23 materials?
24 MR. GARDNER: That's right.
25 TRIAL EXAMINER: Each in response to a different paragraph

I might be in a better position after reading the record.

I propose further, Mr. Examiner, one further stipulation.

(The document above-referred to was marked as General Counsel's Exhibit No. 17 for identification.)

MR. GARDNER: I have marked for identification as General Counsel's Exhibit 17, and propose to stipulate--offer General Counsel's Exhibit 17, which is a letter from a representative of the Steelworkers, Mr. Flous, to Mr. Inman, which confirms the date for a meeting, bargaining session.

TRIAL EXAMINER: The date of the letter?

MR. STOUT: March 2nd, Your Honor.

TRIAL EXAMINER: Any objection?

MR. STOUT: No objection.

TRIAL EXAMINER: General Counsel's Exhibit 17 is admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 17, was received in evidence.)

MR. GARDNER: At this time we call Mr. Williams Edwards.

Whereupon,

WILLIAM T. EDWARDS

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Gardner) State your full name and address, please.

1 A. William T. Edwards, residence, 10948 99th Place North,
2 Seminole, Florida.
3 MR. GARDNER: Will you stipulate that Mr. Edwards is a
4 staff representative of the United Steelworkers of America,
5 AFL-CIO?
6 MR. STOUT: So stipulated.
7 TRIAL EXAMINER: All right.
8 Q. (By Mr. Gardner) Mr. Edwards, will you please tell us
9 when you were initially assigned to this area? By area, I
10 mean, Jackson, Mississippi?
11 A. I was assigned to take over the negotiations at Mississippi
12 Steel about the 6th or 7th of March 1966.
13 Q. Is that the date that you arrived in the area?
14 A. I arrived in Jackson on the 7th.
15 Q. Would you please tell us what, if anything, you did upon
16 arrival?
17 A. Representative Flous was here in town preparing to go to
18 the bargaining table with the company the next day and I had
19 intended to go with him and assume the responsibility for the
20 negotiations from that point on. Mr. Flous had advised me
21 that negotiations for the 8th, I believe it was the 8th, had
22 been cancelled by the company. He told me that there had been
23 a tornado in the area where the company's installation is and
24 this is the reason that the company didn't want to meet because
25 they had some problems arising from the tornado.

1 TRIAL EXAMINER: Now, Mr. Gardner, do we have to get into
2 these mental processes and discussions between union represen-
3 tatives? The purpose of this witness is to testify as to the
4 pertinent conversations and events in the bargaining sessions.
5 MR. GARDNER: Well, in some cases it may be relevant, the
6 time factors involved.
7 TRIAL EXAMINER: And the preparation for the meetings.
8 I think if you try to confine it and eliminate thought pro-
9 cesses and conversations between union representatives, unless
10 it is very important to you. This introductory matter is
11 probably objectionable.
12 MR. GARDNER: All right, sir.
13 I will try to limit as best I can.
14 Q. (By Mr. Gardner) Did you contact anyone after this, Mr.
15 Edwards?
16 A. I called the company. I called the local plant in Flo-
17 wood and tried to talk to somebody. I asked for Mr. Dyas.
18 I talked to the girl and I believe she told me he was in the
19 plant somewhere. Then I tried to call Mr. Inman. I don't
20 remember being able to talk to him.
21 Q. Do you recall what date that was?
22 A. That was on the 8th.
23 Q. The same date?
24 A. Furthermore, I went out and drove by the plant and dis-
25 covered that there was no hurricane damage to it. There was

a plant in the area about a mile away that was blown down, but there was no damage at that plant. Talking to the men, the officers of the Local, I discovered that there had been no damage and I felt that the company was stalling--

MR. STOUT: Object--

A. (Continuing.) Let me say this, I filed charges--

TRIAL EXAMINER: Hold your testimony, Mr. Edwards, when there is an objection until there is a ruling.

There is an objection about what he felt?

MR. STOUT: Yes, sir.

TRIAL EXAMINER: All right.

I will grant a motion to strike that part after he said, "I felt that they were stalling," et cetera.

You will have to try to confine this, Mr. Gardner.

MR. GARDNER: Yes, sir.

Q. (By Mr. Gardner) Mr. Edwards, just try to confine the actual contact and conversations that you had with the company.

This was on the 8th. Did you do anything after that?

A. I filed charges against the company for failure to bargain.

Q. That was on the same date?

A. On the 8th.

Q. What happened after that, anything?

A. Sometime that week, I believe, Mr. Inman, called me and made arrangements to meet with us on the 22nd. That was the earliest that he could come to the bargaining table was the

1 22nd of March 1966. I was urging that he come to the table
2 quickly, but it was--
3 Q. Did you tell him this in your conversation?
4 A. Yes, I told him that it was important that we started
5 bargaining immediately.
6 Q. What did Mr. Inman say, if anything?
7 A. He said that his schedule didn't permit it. The earliest
8 he could come to the table was the 22nd. I agreed to meet
9 with him on the 22nd.
10 Q. All right.
11 Where was--did anything else occur between that time
12 and the meeting of the 22nd?
13 A. I don't recall anything happening between then.
14 Q. Where was that meeting held?
15 A. That meeting was held at the King Edward Hotel. 10:30
16 in the morning, it began.
17 Q. Do you recall how long that meeting lasted?
18 A. The meeting lasted until we recessed for lunch and we
19 came back and must have gone to 4:00 o'clock, between 4:00
20 and 4:30 that afternoon.
21 Q. All right, sir.
22 Who was representing the union at that meeting?
23 A. I was spokesman for the committee. The president, Over-
24 by, J. C. Overby, James Sullivan--no, I am sorry--Charles
25 Sullivan, Sam O. States. That was the committee.

1 Other people were present from the union.

2 Q. What do you mean other people, representatives of the

3 union?

4 A. Well, officers and members were present at the session

5 listening in.

6 Q. Were they employees of the company?

7 A. Employees of the company, yes, and members of the union.

8 Q. Who was present representing the company?

9 A. Mr. Inman and Mr. William Dyas.

10 Q. Would you please tell us the best you can recall what

11 occurred at that meeting of the 22nd?

12 A. Before we started talking about the proposal which the

13 union had submitted on the 17th of February, I took up a couple

14 of points that the local union committee had called to my atten-

15 tion. One was that the company had restricted rest periods

16 beyond normally what was permitted. I took that matter up.

17 Another was that the foremen were harassing the men in the

18 plant and I brought this to the company's attention.

19 After that when I asked Mr. Inman if he had brought any

20 offer to the table, if he had any written proposal or offer to

21 make to us. He said that he did not have, that he would prefer

22 to work off of our proposal to him inasmuch as he had questions

23 that he wanted to ask about what our proposal meant to him.

24 Q. You refer to your proposal. I show you General Counsel's

25 Exhibit No. 9, and ask you if that is the proposal that you are

1 referring to?

2 A. Yes, this is the proposal that had been submitted to the

3 company on the 17th of February.

4 Q. All right, sir.

5 What else was discussed?

6 A. I started through the agreement article by article, para-

7 graph by paragraph.

8 Q. What do you mean by that?

9 A. Just started with the first page, with the first writing

10 and started right down the page to see what the company's

11 response would be.

12 Q. Did you read each article separately?

13 A. Some I read and some of them I didn't. Some of them Mr.

14 Inman asked questions about and some he didn't. I would be

15 hard-pressed to remember item by item what we did.

16 Q. All right, sir.

17 What else was discussed at that meeting?

18 A. For one thing I brought up the matter of the Christmas

19 bonus.

20 Q. Tell us what was said on that?

21 A. I asked Mr. Inman if the company was going to pay that

22 bonus that they had not paid the 1965 Christmas and I suggested

23 to him that the company would have to pay that eventually any

24 how and that I would be willing to drop the charge if he would

25 go ahead and pay the bonus to the employees. Mr. Inman told

1 me that sometimes it was to the advantage of the company to
2 litigate such matters rather than just go ahead and pay the
3 bonus.
4 Q. Do you recall if there was any discussion at that meet-
5 ing on the wage proposal in your agreement?
6 A. Yes, there was some discussion on the wage proposal. Mr.
7 Inman advised me that that proposal was ridiculous, it was too
8 much. We were asking too much money and that the wage evalua-
9 tion program that had been proposed was too rigid and inflexi-
10 ble for that company.
11 He told me that I was used to those Cadillac agreements
12 in the steel industry and Mississippi Steel was not a Cadillac
13 company. I told him that inasmuch as they processed steel
14 that this union considered them a part of the steel industry.
15 I apprised him of the fact that wages in this part of the coun-
16 try are substantially lower than national averages while costs,
17 living expenses are equally high and higher in some cases and
18 I felt justified in proposing wages that would approach national
19 averages.
20 Also, I informed him that that was not a complete propo-
21 sal taken from a steel agreement which we have and we call a
22 master agreement in basic steel.
23 Q. I note on General Counsel's Exhibit 9 that there is some
24 pencil or pen insertions in longhand. Would you at this time
25 explain those and tell us what they mean?

1 A. The marginal notations on the exhibit are my notations
2 that I made while discussing the various provisions with the
3 company.
4 Q. Are there any agreements, any articles in that proposal
5 that were agreed to by the parties at that meeting?
6 A. I indicated to the company several areas where I was will-
7 ing to change the agreement.
8 Q. Would you be more specific?
9 A. Yes.
10 The item, the first item in our proposal says, "The agree-
11 ment dated," et cetera, has no title. We agreed to that. It
12 merely states that it is an agreement between the parties.
13 We agreed on Article I which is the purpose and intent
14 of the parties, that is, to set forth the agreement on rates
15 of pay and hours of work and conditions of employment.
16 We agreed on Article II which is recognition.
17 Article III, inasmuch as this is a right-to-work state,
18 I felt that some of our proposal was out of line with state
19 law and dropped those sections of it that were.
20 In check off, I asked if the company were willing to
21 grant us this and Mr. Inman told me that the company was not
22 a collection agency for the union and they would not agree
23 with that. As a result of that, I did not discuss the indemnity
24 clause.
25 Wages, I have already toldyou essentially the discussion

about wages.

Shift differentials, Mr. Inman told me that it might be possible to improve the shift differentials. On starting--

Q. Excuse me.

Did he submit a proposal on that?

A. No, he did not. He told me that this was a possibility that they could improve the shift.

Proposals on starting times for shifts, Mr. Inman objected to that stating that the company had special problems in their business and he didn't believe that they could observe this shift schedule that I proposed.

Grievances, there was several areas that we discussed. Mr. Inman told me that it was much too complicated a grievance procedure, running along several pages, as well as the discharge case being a separate article. I rather agreed with him that it was a little complex and said that I would rewrite the section.

Q. All right.

A. Report allowance, we discussed this. I don't remember that there was anything agreed upon during this session. I did point out that we wanted to omit the last sentence of paragraph D of that article. Mr. Inman told me that was the one section that he was prepared to agree upon, that I had wanted to drop. This was the section that permitted maintenance men to draw call out pay if they were called out.

1 Generally, Mr. Inman, whenever the discussion involved
2 possible improvements or wages or costs to the company, no--
3 MR. STOUT: I am going to object, Your Honor. I don't
4 believe there is a question before the witness.
5 THE WITNESS: I'm sorry. I thought I was reviewing--
6 Q. (By Mr. Gardner) Just state what you said or Mr. Inman
7 said in the discussions of any particular article in there.
8 All right, do you recall any other discussions between
9 yourself and Mr. Inman on any article; what he said and what
10 you said?
11 A. On jury service, he informed that this would be an econo-
12 mic item and they would be considering all economic items.
13 Holidays, he objected to the number of holidays that we
14 proposed as well as the eligibility for drawing holiday pay,
15 but told me that was an economic item that would be studied.
16 Vacations, a similar answer, that this was a matter of
17 economics for the company to study on.
18 Seniority, Mr. Inman indicated that he disagreed with the
19 seniority section. I told him that I would have further sub-
20 missions to make on seniority inasmuch as one of our para-
21 graphs was not satisfactory to answer the seniority needs of
22 our employees and I would submit a further proposal.
23 Insurance, he indicated that the company didn't, he
24 didn't feel the company would be able to afford this insurance
25 program that we proposed. However, it was a matter of econo-
mics and he would study the matter.

He made the same answer to pensions, the article on pensions.

He told me that our proposed supplemental unemployment benefits would not be fitting for the company and he didn't believe they could agree to that. In fact, he told me that they would not agree to supplemental unemployment.

Christmas bonus, I toldhim that we would want to continue that bonus, yearly bonus as a part of the wage agreement.

Q. What was his comment?

A. He told me this was a gift and not a bonus and I adivsed him that I didn't see any difference. It was something that the company had always done and we didn't propose to take it away from them. We would like to keep it in the agreement or have it in the agreement.

On non-employment--rather non-employee union representatives, this is an article that permits somebody from the International to come into the plant and Mr. Inman advised me that they couldn't agree to that. That that would be disruptive to the business.

Military service, we agreed on. It's a simple sentence that the parties will observe applicable state and federal laws.

Injured employees, Mr. Inman said he could agree to the second sentence of that paragraph and article, but would have to study the first sentence.

He said he would study the transfer, but indicated

1 objections to it.

2 Leave of absence without pay, we had some discussion on

3 this and I don't recall any agreement except in the last para-

4 graph of the article which says that anybody who does not re-

5 turn from leave of absence is terminated, to that effect.

6 MR. INMAN: What was the last of that?

7 TRIAL EXAMINER: Mr. Reporter? "Anybody who doesn't

8 return from leave of absence is terminated," the last part of

9 the answer.

10 THE REPORTER: "...terminated, to that effect."

11 TRIAL EXAMINER: You mean by the last portion?

12 THE WITNESS: Paragraph D of Article 19.

13 TRIAL EXAMINER: That that was agreed?

14 THE WITNESS: That was agreed upon, yes.

15 A. (Continuing.) I believe we also had agreement on para-

16 graph A after I agreed to drop a part of the language that per-

17 tained to employees applying in writing for leave of absences,

18 might be granted leave of absences up to six months. I dropped

19 the section that said, "The grievance committee would judge

20 along with the company if any further or if the leave of ab-

21 sence"--in other words, took the union approval out of the

22 paragraph.

23 In Article XX, which is contingencies, which was discussed

24 yesterday, I dropped that article.

25 There was some discussion on the article on safety and

1 health and Mr. Inman said he would study on it. He indicated
2 some disagreement with it.
3 Bulletin boards, Mr. Inman said that he couldn't agree
4 to have the union posting things in the plant; it was their
5 plant.
6 We had a proposal whereby the company was supposed to
7 furnish each employee with a copy of the agreement, the copy
8 having been printed in a union shop and Mr. Inman did not
9 agree to this article.
10 There was no agreement in the final article, "Term of
11 Agreement." I indicated that we would want a one-year agree-
12 ment.
13 Other things that we discussed that day--
14 Q. What you recall, please tell us.
15 A. Which that I cal recall--let me withdraw that because I
16 wanted to talk about what happened at the next meeting.
17 Q. Do you recall if there was any discussion at that meeting
18 of a strike?
19 A. In the afternoon, after we returned from lunch, Mr. Inman
20 said that all he could hear about was that our people in that
21 plant were talking about strike and the company didn't give a
22 damn if they did strike, let them go ahead and strike.
23 Now, this room had several people from the plant inside
24 the union bargaining committee and I told Mr. Inman that I was
25 having enough difficulty with the plant and these people becau

1 of their great disappointment about the Christmas bonus and
2 the tightening up in the rest periods, the harassment, that
3 they were in a strike mood and I would appreciate it if he
4 wouldn't make such remarks to the committee. This was right
5 after the noon session. After that we went ahead and talked
6 about the contract some more.
7 Q. Did the company at that session make any proposals at
8 all to the union?
9 A. The company, just as we were breaking up for the day,
10 Mr. Inman made an economic offer of five, five and five. That
11 is, five cents for each three years and I told him that we
12 could not agree to that. We didn't want a three-year agreement
13 and that the economic offer was too little.
14 We adjourned about that time.
15 Q. There was no further discussion on that offer?
16 A. No.
17 Q. Did you at any time request a proposal from the company?
18 A. I requested proposals from them at the beginning of the
19 session. I might say we arranged to meet before we left that
20 day. We arranged to meet again on the 25th of March.
21 Q. All right, sir.
22 Was there any contact between the parties between that
23 March 22nd and March 25th date?
24 A. Not that I can recall.
25 Q. The next meeting was March 25th and where was that meeting

1 held?

2 A. That meeting was held at the Sun-n-Sand.

3 Q. Let me ask you this before we get into that.

4 Mr. Edwards, did anything happen between the 22nd and

5 25th meeting?

6 A. Yes, the evening of the 22nd, the men had a work stoppage

7 at the plant. They shut the plant down that night. I was

8 called and informed that this happened and I went to see if

9 the plant was being picketed to tell that it was on strike. I

10 found some of the men meeting down the road from the plant and

11 advised them that I had to meet them in the union hall early

12 the next day. This would be the 23rd. We did meet and I per-

13 suaded the people to go back to work and I called the company--

14 I'm sorry, I called Mr. Caldwell--and he referred me to Mr.

15 Inman and I did get in touch with Mr. Inman. I told him that

16 the people were coming back to work and they would be reporting

17 on their normal shifts, I believe, starting the next day or

18 possibly that evening. I'm not quite confident of that.

19 This is what happened: The people did go to report to

20 work; not all of them were permitted to return. This happened

21 between these two sessions, the 22nd and the 25th.

22 Q. At that meeting of the 25th, did you tell us where it

23 was held?

24 A. This was held at the Sun-n-Sand beginning in the morning,

25 I believe.

1 Q. Were the same parties present?
2 A. The same parties were present.
3 Q. Would you please tell us--this meeting started about
4 what time, do you recall?
5 A. About 10:30, I think.
6 Q. How long did it last?
7 A. It didn't last long. Actually, until about noon, I
8 think.
9 Q. Why was that? Was there any reason?
10 A. Mr. Inman advised us that he had other commitments.
11 Q. Would you tell us then, please, what you recall at that
12 meeting?
13 A. This meeting began, of course, with Mr. Inman bringing
14 up the matter of the unauthorized strike. He told me that in
15 this period when the men had struck the plant that Mr. Caldwell
16 had contracted out 30 days' worth of production and that all
17 of the people would not be taken back, but, however, would be
18 taken back as they were needed, but that the employees of the
19 fabrication shop would be taken back immediately.
20 I asked him if the company was going to oppose these
21 people being paid unemployment compensation and he said they
22 were. I, meanwhile, had written a letter to the state advising
23 them that the strike--no strike existed. I advised Mr. Inman
24 that no strike existed, but he told me as a result of the people
25 striking, even though they were trying to come back to work

1 and the company would resist them being paid unemployment com-
2 pensation because they were out of work because of the strike,
3 unauthorized strike.
4 Then after we discussed the contract and, I believe, Mr.
5 Inman submitted something that day on grievance procedure.
6 (The document above-referred to was
7 marked as General Counsel's Exhibit No. 18 for identification.)
8 Q. (By Mr. Gardner) All right.
9 I show you at this time what I have marked for identifi-
10 cation as General Counsel's Exhibit 18. I ask you if that
11 is the document that you are referring to?
12 A. Yes, this is the document.
13 MR. GARDNER: Mr. Examiner, so I won't have to repeat
14 this on further documents that will be marked and offered, the
15 offerings are only to the printed or typed text of it.
16 TRIAL EXAMINER: All right.
17 MR. GARDNER: We would offer GC 18.
18 MR. STOUT: No objection.
19 TRIAL EXAMINER: GC 18 is admitted.
20 (The document above-referred to,
21 heretofore marked as General Coun-
sel's Exhibit No. 18, was received
22 in evidence.)
23 Q. (By Mr. Gardner) All right, sir.
24 Was there any discussion on that proposal?
25 A. Yes, there was discussion on this grievance procedure

1 offer that had been submitted by Mr. Inman.

2 Q. I ask you if those notations--

3 A. Those notations are mine.

4 Q. Are they made--

5 A. These notations are put in here in writing, compromised

6 language or additional language wasn't always agreed to. I

7 don't recall how much of this we agreed to that day. We dis-

8 cussed it and I told him that we wanted to study it. There

9 was some notations made, but there was no agreement reached on

10 grievance procedure that day that I recall.

11 Q. All right, sir.

12 Do you recall--

13 A. This article, grievance procedure, however, we had the

14 least difficulties with. As I recall, we finally agreed on

15 grievance procedure.

16 Q. Did the union submit any proposals during this meeting?

17 A. I think we did. I believe we proposed something on

18 seniority at that meeting.

19 (The document above-referred to was marked as General Counsel's Exhi-

20 bit No. 19 for identification.)

21 Q. (By Mr. Gardner) I show you what I have marked for identi-

22 fication as General Counsel's Exhibit 19, and ask you if you

23 would identify that document?

24 A. Yes, this is a proposal that I made that day.

25 MR. STOUT: Have you offered this?

1 MR. GARDNER: No, I haven't.

2 I offer General Counsel's Exhibit 19.

3 MR. STOUT: No objection.

4 TRIAL EXAMINER: Admitted.

5 (The document above-referred to,
6 heretofore marked as General Coun-
sel's Exhibit No. 19 was received
7 in evidence.)

8 Q. (By Mr. Gardner) Was there any discussion on your propo-
9 sal?

10 A. Yes, there was a discussion on this. Mr. Inman said that
11 he had to study it, but there was some discussion on it. He
12 indicated that he didn't agree with it largely.

13 After this discussion of this, operations of seniority,
14 and his proposal on grievance procedure, there was little
15 time and we made another review of our proposal, original pro-
16 posal. We discussed briefly some things there. I think we had
17 a couple of areas of agreement somewhere. Not, certainly,
18 economics or seniority or hours of work.

19 Q. You are not saying that you agreed on hours of work?

20 A. No, I am saying that those are areas that we did not agree
21 on.

22 Q. Was there any discussion on bonus?

23 A. I always mentioned the bonus. I asked Mr. Inman if he
24 would pay the bonus to the people. They needed the money; they
25 had always received it and they were entitled to it and they

had not been paid because of the union activity and I urged him to persuade the company to pay it.

Q. Do you recall anything else that happened at this meeting?

A. Well, we set the date for the next meeting. I asked if they had any further--if they could improve the economic offer any and the answer was "No." That we would have to make some indications ourselves. Our offer was too high, that they didn't have any--that the company didn't have anything further to offer.

We set the meeting, the next meeting, for the 31st of March, I believe it was.

Q. Did anything happen between the March 25th and March 31st meeting?

A. I don't recall. I don't remember anything.

Q. All right, sir.

Where was the March 31st meeting held?

A. That meeting was held at the Sun-n-Sand, I believe.

Q. The same parties present?

A. The same parties were present.

Q. When did that meeting begin?

A. That meeting began in the morning, also, I think. It was a short meeting.

Q. How short?

A. I believe Mr. Inman advised me early in the meeting that it would have to be short.

1 Q. By "Short," what do you mean?

2 A. A couple of hours.

3 Q. Was it over before noon?

4 A. I think so. It was around noon.

5 Q. Do you recall what was discussed at that meeting?

6 A. There was further discussion on the proposals that were

7 before us. We discussed the seniority proposal that I had

8 made at the previous meeting as well as the grievance procedure

9 that the company had presented. We didn't agree in either

10 area.

11 We made some progress on the grievance procedure, but I

12 don't believe we had a final agreement on these provisions.

13 Q. Did the union present any proposals on the grievance

14 procedure?

15 A. I believe we did present our own version of a simplified

16 agreement.

17 (The document above-referred to was
marked as General Counsel's Exhi-
18 bit No. 20 for identification.)

19 Q. (By Mr. Gardner) I show you what I have marked for

20 identification as General Counsel's Exhibit 20, and ask you

21 if you can identify that document, sir?

22 A. Yes, this is the proposal of the 31st.

23 MR. GARDNER: I offer this as General Counsel's Exhibit

24 20.

25 MR. STOUT: No objection.

1 TRIAL EXAMINER: General Counsel's 20 is admitted.

2 (The document above-referred to,
heretofore marked as General Coun-
3 sel's Exhibit No. 20, was received
in evidence.)
4

5 Q. (By Mr. Gardner) Would you please tell us, Mr. Edwards,
6 if any discussion ensued on that?
7 A. Yes, we discussed this. Mr. Inman objected to my langu-
8 age in some areas of it.
9 Q. Any agreement reached?
10 A. We had agreement on Step 2 of the procedure. I think
11 that's the extent of the agreement on it.
12 Q. Do you recall if the union offered any other proposal
13 at that meeting?
14 A. We made a verbal offer to reduce our package considerably.
15 I dropped the supplemental unemployment benefit plan at that
16 meeting, as I recall. I reduced our insurance proposal to
17 simply having the company pay for the present plan and giving
18 a major medical option to be paid for by the employees. I be-
19 lieve at this meeting I agreed--proposed to making their pen-
20 sion plan a part of the agreement. I proposed to them that
21 we make that wage proposal of ours over a two-year period, thus
22 reducing its initial impact on the company.
23 Q. How much--will you tell us how much you reduced it, total?
24 A. Well, half and half. In order to get to a minimum rate
25 of $2.50 at the end of two years, it would have been half each

1 time. Whatever the difference was between the minimum then.
2 I don't recall stating exactly how much money, but to phase
3 that in equally over a period of two years. That was the pro-
4 posal on wages.
5 Q. Did the company respond in any way?
6 A. The company would not agree to that. They said we were
7 still out in left field. This meeting--also, in studying their
8 little pension booklet that they had submitted, the profit
9 sharing and pension plan, I felt that was inadequate information
10 for us and I requested that we be presented with the plan of
11 agreement that existed with the trustee which is Guaranty
12 National Bank, I believe. Mr. Inman indicated to me that he
13 would see about this.
14 Q. Did Mr. Inman ever submit this information to you?
15 A. No, he has never submitted it.
16 May I elaborate on that?
17 Q. You may elaborate to the extent of what was said by you
18 or said by Mr. Inman or any other representative.
19 A. I indicated that we needed additional information on that
20 because we were making a proposal to include it in the agreement.
21 That we wanted to know some more of the details about it. We
22 needed to know how much money was in it and what its terms with
23 the trustee were.
24 Q. Have you completed?
25 A. That's all I recall that day except in trying to establish

1 the next meeting--we did establish the next meeting for April
2 13, I believe.
3 Q. Do you recall if there was any discussion at that meeting
4 about relief periods?
5 A. Yes, I'm sorry that I left that out.
6 There had been discussions from the beginning about these
7 rest periods and I told the company that I would submit some-
8 thing to them in writing about rest periods.
9 (The document above-referred to was
10 marked as General Counsel's Exhi-
bit No. 21 for identification.)
11 Q. (By Mr. Gardner) I show you at this time what I have
12 marked for identification as General Counsel's Exhibit 21, and
13 ask you if that is what you are referring to?
14 A. Yes, this is it.
15 MR. GARDNER: I offer General Counsel's Exhibit 21.
16 MR. STOUT: No objection.
17 TRIAL EXAMINER: It is admitted.
18 (The document above-referred to,
19 heretofore marked as General Coun-
sel's Exhibit No. 21, was received
20 in evidence.)
21 Q. (By Mr. Gardner) All right, sir.
22 Will you tell us what you recall of any discussions that
23 might have occurred with regard to that proposal?
24 A. Yes, there was quite a bit of discussion about this
25 rest period. The men felt that they were having some difficulti

1 because the company was not consistent with it. We wanted to
2 get something in writing on it and I recall Mr. Dyas talking
3 about it and saying that the company would not let the men--were
4 entitled to rest periods and that they had some policy out there.
5 In previous meetings in trying to determine what that policy
6 was prompted this proposal of mine which I thought would merely
7 state what they had and Mr. Inman said that he would have to
8 study this, that he wasn't prepared to agree to that.
9 Q. Now, do you recall any other discussions at that meeting
10 of March 31st?
11 A. I mentioned bonus again, as I always did at these meet-
12 ings. Mr. Inman merely indicated they would litigate it. This,
13 of course, we kept before the company at all times as a part
14 of our proposal, too, that the Christmas bonus would be con-
15 tinued.
16 Q. You stated that the next meeting was April 13th, is that
17 correct?
18 A. The next meeting was April 13th.
19 Q. Was there any contact between the parties between March
20 31st and April 13th, that you can recall?
21 A. I don't recall any. There could be, but I don't recall
22 any.
23 TRIAL EXAMINER: Let me interject here. When you say
24 that at every meeting the union brought up the bonus question,
25 I am brining up the bonus question--I think earlier you went

1 into some little detail as to what the union's position was on
2 that. As I gather from your testimony, the union wanted the
3 company to pay the 1965 bonus which was omitted; that was one
4 request?
5 THE WITNESS: That was one yes, sir.
6 TRIAL EXAMINER: And the union wanted the agreement that
7 you had negotiated to incorporate a provision relating to a
8 yearly bonus at this time?
9 THE WITNESS: Yes, sir.
10 TRIAL EXAMINER: Anything else on that that the union said?
11 THE WITNESS: That's generally what I always said, "Quote
12 these people the bonus that you owe them and in talking about
13 the economics of the agreement, include the bonus, the continua-
14 tion of the bonus."
15 TRIAL EXAMINER: All right.
16 Now, when you raised the question again at these succes-
17 sive meetings, this is what you repeated?
18 THE WITNESS: Yes, sir, in some form or another.
19 TRIAL EXAMINER: All right.
20 Q. (By Mr. Gardner) Where was that meeting held April 13th?
21 A. That meeting was held in the Sun-n-Sand.
22 Q. Any change in the parites present representing the com-
23 pany and the union?
24 A. Yes, I think at that meeting, Sullivan--I can't be posi-
25 tive, but I think Jimmy Payne took his place on the committee

at that time for the union committee; the other members being the same. The company committee being the same.

Q. The company committee was Mr. Inman and Mr. Dyas?

A. Mr. Inman and Mr. Dyas.

Q. When did that meeting begin?

A. I can't be sure of the time that that meeting started. It was another short meeting, a couple of hours.

Q. Was there any reason for this?

A. The usual reason, Mr. Inman's schedule was tight.

Q. Did Mr. Inman tell you this at the outset?

A. Yes. At the beginning? I don't recall that he told me at the beginning of the meeting. Sometime during the day he told me.

Q. All right.

Will you tell us what you recall that was discussed at that meeting?

A. I think the company handed a complete proposal at that time. A complete proposal from the company at that time on non-economics and economics.

(The document above-referred to was marked as General Counsel's Exhibit No. 22 for identification.)

Q. (By Mr. Gardner) I show you what I have marked for identification as General Counsel's Exhibit 22 and ask you to identify that.

TRIAL EXAMINER: We will be off the record a moment.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

A. This is the document that the company submitted as an offer.

Q. (By Mr. Gardner) Let me show the witness again what has been marked as General Counsel's Exhibit 22, and I refer your attention to "Copies of Agreement," was that also inserted in there?

A. I believe it was.

MR. GARDNER: We offer General Counsel's Exhibit 22.

MR. STOUT: No objection.

TRIAL EXAMINER: General Counsel's 22 is admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 22, was received in evidence.)

TRIAL EXAMINER: Is it clear that this is a single and consistent document with consecutive page numbers?

MR. GARDNER: I don't think it has any page numbers.

TRIAL EXAMINER: Well, it follows by numbered articles?

MR. GARDNER: No--

MR. INMAN: The articles aren't numbered either. It was presented as a working tool so that we could be flexible with each section on a separate page except those three which were already agreed on at the time and we didn't number the articles because we figured there would be some insertions.

1 TRIAL EXAMINER: Well, I understand that. That isn't
2 the reason; my reason is that this is not attached and if this
3 should come apart, is there anyway that we could reassemble
4 this in a logical and consistent way?
5 MR. GARDNER: Let's number them.
6 TRIAL EXAMINER: Perhaps you should number them.
7 MR. GARDNER: Seventeen pages.
8 TRIAL EXAMINER: Off the record a moment.
9 (Discussion off the record.)
10 TRIAL EXAMINER: On the record.
11 Q. (By Mr. Gardner) All right, sir.
12 Was there any discussion on the company's proposals?
13 A. Yes, sir, there was considerable discussion on it in the
14 time we had.
15 Q. Tell us what was said, sir.
16 A. I told the company we would want to look at it, but that
17 I would run through it with him and I did this. I objected to
18 the clause and the managements rights to give them the unilateral
19 right to sub-contract out work and Mr. Inman suggested that
20 maybe we could resolve that to my satisfaction if we stated that
21 the company would not subcontract out work in order to discrimi-
22 nate against the union. However, I never saw that reduced to
23 writing. There was--as I recall, we were rather close on the
24 grievance procedure, although, there was some areas of disagree-
25 ment, four or five, possibly.

1 Wages, of course, there was no change in the company's
2 position. It was offering five cents and it went on to say:
3 "The employer may," and I am quoting, "During the life of this
4 agreement grant further increases to any employee or employees."
5 I pointed out to the company that we were there to bargain
6 about the wages and we were not going to leave in the agree-
7 ment the right for the company to make unilateral raises. I
8 pointed out that there was nothing here proposed, neither check-
9 off that we had asked for, hours of work, schedule of hours of
10 work. We were not in agreement on the overtime. We were not
11 in agreement on vacations. We were not in agreement on holi-
12 days. We were not in agreement on the insurance, hospitaliza-
13 tion. There was no mention of the pension that I recall.
14 Seniority, there was some discussion about that. I was
15 not able to agree to the seniority section. The company had
16 proposed that seniority would apply to layoffs and recalls and
17 in the event of promotions, that there was some factors that
18 the company wanted to evaluate a man on that I disagreed with;
19 skill, experience, and versatility. I thought this was too
20 subjective. I thought it would leave areas open too much argu-
21 ment open. I disagreed with that.
22 Further, the company had proposed that no employee could
23 bump into another job while, on the other hand, the company had
24 the right to move anybody to any job providing he had seniority
25 and if in the sole judgment of the company to do the job. I

1 thought this was rather--I told the company that this was not
2 responsive to our needs. We were not in agreement on length
3 of layoff for a person with seniority and we were not in agree-
4 ment on probationary period, length of probationary period.
5 Leave of absence, we were not in agreement on that. I
6 asked that a sick leave provision be written in here so that
7 if an employee were sick, he could be assured that he wouldbe
8 granted a sick leave and Mr. Inman advised me that the company
9 let sick people off without terminating them and he didn't
10 see any purpose in putting that in writing.
11 There was no agreement on the bulletin board. The com-
12 pany was proposing that we would be limited to announcing
13 meetings only and I suggested that rather non-controversial
14 things that people put on the board and we might want to and
15 Mr. Inman told me they would not do it. Further, his propo-
16 sal said, "No notices shall be posted without previous appro-
17 val of the plant superintendent or plant manager." I suggest-
18 ed that we add the following: "Such approval shall not be
19 unreasonably denied," and Mr. Inman objected to the word
20 "Unreasonably" and said that would merely permit argument about
21 it and for that reason did not agree to add that statement.
22 Military service, I think it was already agreed to. It
23 was agreeable.
24 Injured employees, we didn't agree that day on that.
25 Safety and health, no agreement.

1 Copies of agreement, I think we agreed to that.

2 CComplete agreement, this is an article that he proposed,

3 "Complete agreement." I don't believe I agreed to that.

4 Still no agreement on duration. There was no improve-

5 ment in the company's economic offer. I don't believe I made

6 any changes in hours that day.

7 Q. The union made no change at all in their proposal?

8 A. I don't believe so that day.

9 Q. Do you recall if there was any discussion on overtime

10 at that meeting?

11 A. There may have been either that meeting or a previous

12 meeting where Mr. Inman had pointed out that the employees

13 were not working the proper amount of overtime to satisfy

14 the company and I told Mr. Inman that we realized that the

15 company had to have the people work overtime sometimes, but

16 we proposed that they should work a reasonable amount of

17 overtime. Again, Mr. Inman objected to the word, "Reasonable."

18 In fact, his proposal--let me check on that--I believe his

19 proposal made that compulsary.

20 Yes,"it is understood that overtime is necessary to the

21 company's business and such work is a condition of employment."

22 I objected to that and tried to insert the word "Reasonable"

23 and Mr. Inman would not agree to it.

24 Q. Do you recall if there was any discussion on working on

25 Saturday and Sunday?

A. Yes, there was discussion about that. I had proposed to the company that they pay time and a half for Saturday as such and double time for Sunday as such. Mr. Inman objected to that contending that the company had to work weekends because they had a special electric rate that they got from the power and light company, but I explained to him that the employees needed a weekend off. Those people who never had a weekend off, that those people were entitled to have a weekend off occasionally and that despite our proposal on economics which I may have changed at that time--I later backed off of that "As such" business--but that they needed to have a day off and he said that the company hadn't thought of any way. That when they were hired they understood they had to work every weekend and I pointed out to him that there were only a couple of departments that worked these weekends and, therefore, everybody that hired in could not be advised that because they moved from one department to another as their length of service lengthened.

I also discussed in these meetings, this one and previous ones, at least one previous meeting, the terrible smoke problem in the plant where they melt junk steel that has paint on it and there is improper ventilation and the smoke is thick. This, of course, the company admitted to us at the bargaining table, but I was advised by either Mr. Inman or Mr. Dyas that this would cost a lot of money to improve this situation, but

1 this was a condition of employment that we were trying our
2 best to persuade the company to change, the bad working condi-
3 tions; around this smoke and what we told the company were
4 unreasonable demands for overtime and weekend work.
5 Q. Do you recall anything else that was discussed at that
6 meeting?
7 A. No, I don't.
8 Q. Did anything occur after that meeting?
9 A. This was the meeting of the 13th?
10 Q. The 13th.
11 A. I tried to establish the next meeting and Mr. Inman told
12 me that it looked like he might be able to meet with us for
13 an hour or two on the 19th, that he would be between plane
14 connections or meetings, or something like that, and he couldn't
15 be sure of that, but he could be sure of April 26th. And so
16 urging that we proceed with negotiations as fast as we could,
17 I had to agree to either of those dates because this was the
18 only time that Mr. Inman had available for meeting. He sub-
19 sequently wrote me a letter and told me that he could not
20 meet on the 19th and, therefore, to firm up the 26th.
21
22 (The document above-referred to was marked as General Counsel's Exhibit No. 23 for identification.)
23 Q. (By Mr. Gardner) I show you what I have marked for identi-
24 ficationas General Counsel's Exhibit No. 23, and ask you if
25 that is the letter from Mr. Inman to you?

1 A. Yes, that's it.

2 MR. GARDNER: I offer General Counsel's Exhibit 23.

3 MR. STOUT: No objection.

4 TRIAL EXAMINER: General Counsel's 23 is admitted.

5 (The document above-referred to, heretofore marked as General Coun-
6 sel's Exhibit No. 23, was received in evidence.)

7

8 TRIAL EXAMINER: Off the record.

9 (Discussion off the record.)

10 TRIAL EXAMINER: On the record.

11 Q. (By Mr. Gardner) Was there any other contacts between
12 yourself and Mr. Inman?

13 A. During that period?

14 Q. Yes.

15 A. Between these meetings?

16 Q. Yes.

17 A. I don't recall any.

18 Q. Did anything else occur between the meeting of April 13th
19 and the next meeting scheduled April 26th?

20 A. Yes, the union struck the plant on April 23rd.

21 Q. All right, sir.

22 That was on a Saturday?

23 A. Yes.

24 Q. Did anything occur before the strike, any meetings or
25 anything?

A. Well, the union had meetings. We were reporting to the membership after each of these negotiating sessions. Members were asking questions, of course, about where the Christmas bonus was and objecting to the overtime, those departments that had gone back to work fully, excessive overtime. The fact that the foremen were still being rather harsh with them--

MR. STOUT: Your Honor, I feel that I should interrupt and interpose an objection. He is basing--one, I am not too sure about the relevancy or materiality of what was discussed at these meetings.

The second one is really in the form of a motion to strike, which I should have withheld as to the conclusions, I should say, stated as opposed to statement of fact.

TRIAL EXAMINER: You are referring to just this last statement?

MR. STOUT: I am referring to what was said in the union meeting.

TRIAL EXAMINER: Mr. Gardner?

MR. GARDNER: If I may, Mr. Examiner, let me see if I can pin him down on a specific meeting and what discussions ensued at that meeting. I intended to do that and the witness got off on his last statement. He did testify there was some meetings held.

TRIAL EXAMINER: Well, we have some testimony in already; employees' harassment, about the Christmas bonus; complaining

about overtime.

MR. GARDNER: That is correct.

TRIAL EXAMINER: Do you want to agree to strike that and start again?

MR. GARDNER: Yes, sir.

TRIAL EXAMINER: All right.

That portion of the witness' testimony referring generally about the employees' complaints concerning the Christmas bonuses, overtime, et cetera, that is struck by agreement of the parties.

Q. (By Mr. Gardner) Limit yourself, Mr. Edwards, to discussions at specific meetings.

Was there a meeting immediately before the strike began?

A. There was a meeting on Friday and I'm sorry, that's where these complaints were made, at the meeting, although, I heard them at other times.

The Friday meeting--to make it brief, the members voted--

MR. STOUT: Excuse me, Mr. Edwards, I object again, Your Honor, this time simply on the testimony relating to what went on at the union meetings as being matters outside the presence of the company, and so on.

MR. GARDNER: I think these are most relevant to this proceeding, the discussions at a union meeting preceding a strike. I think definitely they go in and are most relevant to this case, to the strike itself and causes for it.

MR. STOUT: It is a subjective and self-serving conclusion that General Counsel is attempting to elicit, aside from the other objections that I have already made, Your Honor.

TRIAL EXAMINER: Well, we are just dealing with now. The other objections were all taken care of when the matter was struck.

MR. STOUT: I was objecting initially just to the fact of on the basis of what went on at the union meeting away from company representatives, and so forth. My concern, secondly, Your Honor, in view of Mr. Gardner's response, the testimony he is attempting to elicit is not only subjective, but self-serving, in effect, a self-serving declaration.

TRIAL EXAMINER: Now, on the question of taking testimony as to what transpired at union meetings, I will take it provided you have the proper identification of the dates and the meeting place. I think it is sufficiently relevant to take in this type of case where you have an allegation of a strike caused and prolonged. However, there is a question as to the weight to be assigned this in coming to the ultimate conclusion of whether it is caused or prolonged.

Please continue.

Q. (By Mr. Gardner) This meeting you testified was on the 22nd?

A. Right.

Q. Where was that meeting held?

1 A. That meeting was held at the carpenter's hall, 626 South
2 State Street, Jackson.
3 Q. Who was in attendance?
4 A. Myself, the negotiating committee of the plant and, well,
5 over a hundred people.
6 Q. Was there more than one meeting on that day?
7 A. There were two sessions.
8 Q. What time was the first session?
9 A. One was in the afternoon to accommodate people that had
10 to work and the other in the evening at 7:30. I don't remember
11 the time of the early meeting.
12 Q. How many persons attended the first meeting?
13 A. A fewer number, as I recall, than attended the evening
14 meeting.
15 Q. Is it your testimony that there was a total of a hundred
16 that attended both meetings?
17 A. Well, over a hundred people at the combined meetings.
18 Q. All right, sir.
19 Was anyone spokesman at these meetings?
20 A. I was.
21 Q. Would you tell us what you said, if anything?
22 A. I reported to the membership on the progress of our
23 attempt to bargain and get a contract, to keep the company
24 at the bargaining table, to recover their Christmas bonus, all
25 of which were failures. And briefly, essentially, that's what

1 I reported to the members, that being the truth, and other
2 members of the negotiating committee spoke. Members generally,
3 various members spoke. And the members voted to strike the
4 following day.
5 Q. Were there pickets placed outside the company the follow-
6 ing day?
7 A. Yes.
8 Q. Where were they located?
9 A. At the main entrace to the property. There is one road
10 that leads back in there. There's a guard's office at that
11 entrance and that's where two pickets were put.
12 Q. That's entrance and exit both?
13 A. Both.
14 Q. Is that the only entrance and exit, to your knowledge?
15 A. As far as I know, that's the only exit by automobile or
16 truck. Of course, there is a railroad entrance which was not
17 picketed.
18 Q. Do you recall what was written on the signs?
19 A. "United Steelworkers of America on Strike."
20 Q. Do you know of your own knowledge how many employees of
21 the company participated in the strike?
22 A. Initially I think the great majority of them did, all but
23 a few dozen, initially, struck. I can't be certain of the
24 number, but that's an estimate.
25 TRIAL EXAMINER: Well, you do have data on that, Mr.

1 Gardner. Didn't you get that as part of the materials?

2 MR. GARDNER: I am not going to go into that.

3 Q. (By Mr. Gardner) All right.

4 Mr. Edwards, was there any further meetings?

5 A. Between the parties?

6 Q. The parties.

7 A. Yes,--there was a meeting scheduled for the 26th which

8 took place at the Sun-n-Sand, again in the morning.

9 TRIAL EXAMINER: Off the record a moment.

10 (Discussion off the record.)

11 TRIAL EXAMINER: On the record.

12 Q. (By Mr. Gardner) Mr. Edwards, you were testifying about

13 a meeting held on April 26th. Where was that meeting held,

14 sir?

15 A. This meeting was held at the Sun-n-Sand Motel.

16 Q. Do you recall what time of day the meeting began?

17 A. The meeting began at about 10:30 in the morning.

18 Q. How long did it last?

19 A. This meeting lasted until about 1:00 o'clock. This was

20 the first meeting in which the Federal Mediator sat in with

21 us. Mr. Robert Berman was present, as I recall, at this meet-

22 ing.

23 Q. Were all the parties represented?

24 A. The same parties for the union and the company, as I

25 recall, wait, I believe Mr. Payne was absent that day.

1 Mr. Berman asked for review of the issues and I believe
2 Mr. Inman gave him some; I added some. We worked back and
3 forth that day on his proposal, the proposal that the company
4 had given us. This is the day that I reduced our economic
5 offer, base rate of $2.00 an hour, still holding for the job
6 evaluationprogram. Somewhere, either at this meeting or at
7 the previous meeting, I had requested a tour through the
8 plant. I wanted to mention that and Mr. Inman told me that
9 he thought it could be arranged, but it was never arranged.
10 I told him I wanted to go into the plant and see what the
11 place looked like.
12 TRIAL EXAMINER: Did you repeat that request?
13 THE WITNESS: I don't believe. I don't believe I did.
14 I just don't recall whether I made that request at this meet-
15 ing or a previous meeting.
16 Q. (By Mr. Gardner) After you reduced your economic propo-
17 sal what, if anything, did Mr. Inman say?
18 A. Well, I asked him if he was able to improve their economic
19 offer and he told me that he wasn't, that we were still way
20 off base and he had told me previously at a previous meeting
21 that there was more, he thought there was more to the company's
22 offer, but at this meeting he told me that the company was not
23 able to improve it because we were still too far away, still
24 out of the ball park. Of course, again, we talked about the
25 bonus.

1 Q. What did you talk about it?

2 A. I reminded Mr. Inman that we still wanted the company to

3 pay it. That was one of the issues that had been reviewed

4 with the mediator, that we had presented to the mediator. That

5 was part of our economic proposal, to continue the Christmas

6 bonus.

7 Q. What did Mr. Inman say?

8 A. He told me that the company would litigate the matter of

9 the '65 bonus and that they would not agree, that we were not

10 in agreement on the economic package. They had offered five

11 cents and that was it.

12 Q. Were there any items that were agreed to?

13 A. There were several small items that the union had agreed

14 to that had been worked on and talked about before. I'd have

15 to look at one of the proposals.

16 Q. Please look at--you were working with the company's propo-

17 sal?

18 A. I believe we were working with the company's proposal. I

19 believe we had essentially worked out the grievance procedure

20 by this time. I had not received anything on the sick leave

21 which Mr. Inman had indicated that he might give us.

22 Q. Is that entitled, is that article that you are referring

23 to entitled, "Sick leave"?

24 A. I think it is. It is not entitled, "Sick leave," it is

25 entitled, "Leave of Absence." We had talked--we had a minor

1 item of agreement in vacation.

2 MR. STOUT: I am terribly sorry. I didn't hear the last

3 part.

4 A. (Continuing.) The article on vacation, we had a point

5 of minor agreement; "Length of service would be noted in

6 election of vacation time by an employee." We agree to that.

7 We didn't think it was strong enough. In fact, the company

8 was going to know that it didn't mean a lot, but we were

9 striving hard here for an agreement and we agreed to several

10 things that we had not previously wanted to agree to.

11 MR. STOUT: Your Honor, with all due respect, I move

12 to strike the last statement as not being responsive to the

13 question and it is a subjective self-serving declaration.

14 TRIAL EXAMINER: All right.

15 I will grant the motion on this latter statement, what

16 the union's process of thinking was in making agreements on

17 minor items.

18 A. (Continuing.) We agreed to a 90-day probationary period

19 in the seniority section. That was the only part of the

20 seniority section that was agreed to that day.

21 We just agreed to the company's bulletin board language

22 as it had been proposed.

23 We agreed to the company's article entitled, "Injured

24 employees," their language.

25 I don't recall anything else. We had some areas there

1 in the grievance procedure too.

2 Q. Do you recall any report allowance and call out pay?

3 A. Yes, I had requested this and Mr. Inman had indicated to

4 me that he would submit this. I asked about it because it had

5 not been submitted and it was not submitted.

6 Q. At this meeting?

7 A. No.

8 Q. Has it ever been submitted?

9 A. No.

10 MR. INMAN: I hate to interrupt, but I didn't catch that

11 question. I caught the answer. I wonder, Mr. Examiner--

12 TRIAL EXAMINER: Mr. Reporter, the last question. Mr.

13 Gardner asked him if there was anything on reporting allowance

14 and call out pay and this was the response.

15 MR. INMAN: Was there anything on--

16 MR. GARDNER: Any discussions on report and call out

17 pay.

18 MR. INMAN: I see. Thank you.

19 Q. (By Mr. Gardner) All right, sir.

20 Is there anything else that you can recall?

21 A. The Federal Mediator wanted us to continue bargaining

22 that day. He said this to both parties and in view of the

23 fact, well, Mr. Inman said that he couldn't see any point in

24 bargaining any further that the union hadn't made enough

25 concession that he could see any profit in further bargaining

1 that day. The parties left with the understanding that the
2 Federal Mediation and Conciliation Service would arrange for
3 further meetings.
4 Q. Who requested the Federal Mediator?
5 A. I did.
6 Q. Did anything else occur at that meeting?
7 A. There may have been some discussion that day on our--I
8 think I presented the company something that day, seniority,
9 possibly. If not--I can't be sure. I submitted a later--
10 that meeting or the next one--a seniority proposal.
11 Q. No date was fixed for a further meeting?
12 A. No date was fixed. It was left to the Federal Mediation
13 and Conciliation Service.
14 Q. Were you in contact with anyone from the Service or any-
15 one from the company after that time?
16 A. I was called to Pittsburgh for three weeks after that
17 meeting and between the time of the meeting and the time that
18 I went to Pittsburgh, I was not contacted by the Federal Media-
19 tion and Conciliation Service about another meeting. I went
20 to Pittsburgh.
21 Q. Did you make any contact with the Federal Mediation--
22 A. I have called the Federal Mediator to see if the meeting
23 was arranged and there wasn't any arranged.
24 Q. Once you called them?
25 A. Once.

1 Q. How long were you in Pittsburgh?
2 A. I was in Pittsburgh three weeks. During this period,
3 during my absence, the International sent a relief representa-
4 tive in, Richard Davidson, Jr. I turned over all the ma-
5 terials of the negotiations to him and advised him of the pre-
6 sent status of negotiations and he was prepared to continue
7 negotiations with the company had a meeting been arranged.
8 Q. Was anyone advised of this?
9 A. The Federal Mediator was advised that Mr. Davidson was
10 taking my place for three weeks.
11 Q. When did you return to this area, Mr. Edwards?
12 A. I came back to the area somewhere in the first week in
13 June, towards the end of the first week in June. I discovered
14 there had beenno meeting. In fact, I had been in touch with
15 Mr. Davidson by telephone and found that there had been no
16 meetings.
17 Q. What did you do upon your return?
18 A. I immediately tried to initiate a further meeting with
19 the company.
20 Q. How did you do this?
21 A. I called the Federal Mediator and told him that I was
22 anxious to resume negotiations.
23 Q. When was this?
24 A. This must have been around the 7th, 8th, providing I am
25 not talking about a Saturday or Sunday, somewhere in there.

1 Q. Did you ever contact somebody from the company or Mr.
2 Inmann?
3 A. I tried to talk to Mr. Inman.
4 Q. When did you try to call Mr. Inman?
5 A. Sometime during that period, those few days. I wrote
6 a letter on the 10th, so it had to have been before that. I
7 wrote a letter to Mr. Dyas, I believe, and Mr. Caldwell both.
8 (The document above-referred to was
marked as General Counsel's Exhi-
9 No. 24 for identification.)
10 Q. (By Mr. Gardner) I show you what I have marked for identi-
11 fication as General Counsel's Exhibit 24, and ask you if this
12 is the letter that you are referring to?
13 A. Yes, that's it.
14 MR. GARDNER: I offer General Counsel's Exhibit 24.
15 MR.STOUT: No objection.
16 TRIAL EXAMINER: Admitted.
17 (The document above-referred to,
heretofore marked as General Coun-
18 sel's Exhibit No. 24, was received
in evidence.)
19
20 Q. (By Mr. Gardner) You testified that you attempted to
21 call Mr. Inman; when did this occur?
22 A. This occurred during this period around the 10th. I
23 finally talked to a Mr. Kullman, K-u-l-l-m-a-n. I don't know
24 which Mr. Kullman it was. I think it was the younger Mr.
25 Kullman and I told him that the union was anxious to resume

1 the negotiations at Mississippi Steel and he advised me that
2 Mr. Inman was on vacation. I suggested to Mr. Kullman that
3 he send another of the firm's attorneys and he told me that
4 there was nobody available at that time and that we would
5 have to wait until Mr. Inman returned from his vacation.
6 Q. Any further contacts between the parties?
7 A. There was no response to this letter, but Mr. Inman called
8 me.
9 Q. When was that?
10 A. I don't remember the date he called me, but we scheduled
11 the meeting, as a result of his phone call, for the 22nd of
12 June.
13 Q. All right, sir.
14 Where was that meeting held?
15 A. That meeting was held at the Sun-n-Sand Motel here in
16 Jackson.
17 Q. What time of day did it begin, do you recall?
18 A. I believe that meeting began in the afternoon.
19 Q. Do you recall how long it lasted?
20 A. It didn't last long. This meeting of the 22nd of June,
21 two mediators were present, Mr. Williams--no, Mr. Pierce of
22 the New Orleans Federal Mediation and Conciliation Service
23 and Mr. Roger Leslie of the same office was present.
24 Q. Was the company and the union represented by the same
25 parties as previously?

1 A. The same parties were present representing each group.
2 Q. All right.
3 Would youplease tell us what was discussed at this point?
4 A. Once again we made a review of the issues for the bene-
5 fit of the Federal Mediators. It was a rather lengthy review.
6 I made most of that review and by running through the propo-
7 sal is how that review was made.
8 Q. Whose proposal were you using?
9 A. We were using the company's proposal, as I recall.
10 The first issue being check off--
11 Q. What were the issues?
12 A. Well, the other issues, of course, were check off.
13 I asked Mr. Inman to tell us again why he couldn't give us
14 check off and he told me that I knew what the reasons were,
15 but he did go ahead and say that the company wasn't going to
16 be a collection agency for the union. He mentioned that it
17 was an item of cost to the company.
18 Of course, the Christmas bonus was still before us. I
19 was wanting that included as part of the contract.
20 Q. What did you say and what did Mr. Inman say, if anything?
21 A. Well, with regard to point number one, that was the
22 Christmas bonus, the '65 bonus, they were going to litigate
23 that. With regard to it being included in the agreement, he
24 was still taking the position that that was an economic matter.
25 At this time after review of these issues, I reduced our

1 economic proposal to twenty-five cents across the board which
2 would include the cost of an additional holiday, Good Friday.
3 After this review of issues, there were more issues than I
4 touched on, Mr. Gardner. I just don't recall the whole list-
5 ing of them.
6 Q. Would it help you to refresh yourself by looking at the
7 company's proposal, General Counsel's Exhibit 22?
8 A. Check off. I don't believe there was any outstanding
9 issue in the grievance procedure. Wages were in issue; over-
10 time is still at issue; hours of work, Mr. Inman's response
11 to this was: "This was a bunch of crap," our proposal on
12 hours of work.
13 Q. What was your proposal on hours of work?
14 A. We wanted to write down what the hours of work are at
15 that plant and we proposed so. We told him that we needed
16 something firm on that.
17 Vacations, the company's proposal on vacation was written
18 in such a manner that if anybody missed a day, they wouldn't
19 get a vacation. We agreed this day that we would put a number
20 of hours worked during the year which would qualify an employee
21 for vacation. We agreed to 1700 hours.
22 Another outstanding issue was seniority. We wanted some
23 kind of a clause in seniority that would protect the senior
24 man and make length of service significant in case of promo-
25 tions.

1 Q. Was any proposal offered by either party on seniority?

2 A. I think I submitted one, an article on seniority, propo-

3 sal on seniority.

4 (The document above-referred to was marked as General Counsel's Exhi-

5 bit No. 25 for identification.)

6 Q. (By Mr. Gardner) I will show you what I have marked for

7 identification as General Counsel's Exhibit 25, and ask you

8 if that is the proposal that you are referring to?

9 A. Yes, this is it.

10 MR. GARDNER: I offer General Counsel's Exhibit 25.

11 TRIAL EXAMINER: Mr. Stout?

12 MR. STOUT: No objection.

13 TRIAL EXAMINER: Admitted.

14 (The document above-referred to,

15 heretofore marked as General Coun-

sel's Exhibit No. 25, was received

16 in evidence.)

17 Q. (By Mr. Gardner) All right, sir.

18 Was there any further discussion on seniority or your

19 proposal?

20 A. We discussed our proposal. Mr. Inman objected to the

21 language of it and essentially to the first paragraph which

22 says, "The purpose"--

23 Q. It isn't necessary that you quote it.

24 A. Well, this was the intent, this first paragraph, point-

25 ing out that seniority was to provide the employee with security,

1 promotional opportunity. Mr. Inman objected to that particu-
2 lar paragraph. I advised him that this was, after all, what
3 we did intend by seniority and I wanted that stated in the
4 contract. There was still no agreement on terminal of an
5 employee who was laid off. We were proposing that he be sub-
6 ject to recall for a period of a year and the company was
7 still insisting that it be six months.
8 I had simplified our seniority proposal as a result of
9 discussions with Mr. Inman who was contending that it was too
10 complicated.
11 Other items we discussed as being issues were holidays.
12 We were wanting Good Friday. I agreed that day that in--in
13 submitted its proposal on holidays, the company left out a
14 provision that they wanted to put in there that an employee
15 must work the day before and the day after a holiday in order
16 to draw holiday pay. They left this out and asked that it
17 be included. I in turn asked--agreed that we would include
18 that providing if the person was ill or there was a death in
19 the immediate family, this would not disqualify him from
20 drawing holiday pay and Mr. Inman agreed to that. This was
21 not ever put back in writing, but we had this agreement.
22 We didn't agree to the hospitalization insurance because--
23 and this was one of the issues still--because the company was
24 proposing if the premium went up, the full cost of the increas-
25 ed premium would be borne by the employee. Earlier Mr. Inman

had suggested that perhaps this cost could be divided and this was our position then, that if the premium increased, the parties would share it but I never got Mr. Inman to agree to that.

I have said seniority.

Leave of absence, there is still no provisions in here for call out pay. There was still no provision that made issuing a leave of absence compulsory if a person was sick. Sick leave, therefore, was in issue.

I don't recall any other issues that we talked about that day.

Q. Do you recall any discussion on the shift differential?

A. Yes, there was some discussion on shift differential. Mr. Inman said that the shift differential would, that cost--whatever it would be--would have to come out of the economic offer, economic offers by the company. I, of course, asked if the company was, in view of the fact that I had reduced our offer, our proposal to twenty-five cents base rate increase, if the company was willing to improve their offer and they were not. Mr. Inman told me that the company was not willing to increase the economic offer of five cents.

After this discussion, the Federal Mediators divided the parties. They asked the union to leave and we went into the upper lobby of the motel and waited. The two Commissioners from the Federal Mediation and Concilation Service spent considerable time with the company, 45 minutes to an hour, I'd

1 say. And while I was sitting in the lobby, upper lobby, Mr.
2 Inman walked out of the meeting room and over to me and told
3 me that he had to leave, but that the Federal Mediators wanted
4 to see us. The company left.
5 Q. Did you return to the meeting?
6 A. The union committee returned to talk with the Federal
7 Mediators. The Federal Mediators, of course, told us what
8 their appraisal of the situation was and reviewed the issues
9 with us. They--frankly, I the Mediators speculated somewhat
10 on what they thought the company would do and I don't know
11 whether you want me to go into that or not.
12 Q. During the meeting that the company was present, did you
13 at any time, if you recall, make any request for information
14 during that session?
15 A. Yes, I believe I asked Mr. Inman at that time, at that
16 meeting to give me the job titles and rates of pay that the
17 company was paying at work. I am talking about the people
18 who were working during the strike. I wanted to know what he
19 was paying out there on those job classifications. I ad-
20 vised him that I heard they were paying more and I wanted him
21 to give me this information. He said that he didn't know
22 whether we were entitled to that information.
23 Q. Did you ever receive that information at any time after
24 that?
25 A. No, I never did. It was mentioned at another meeting, but

1 I never received any information.

2 Q. Anything else discussed that you recall?

3 A. I don't recall anything else, there could have been.

4 Q. That was June 22nd?

5 A. Right.

6 Q. Was another meeting arranged?

7 A. A meeting, there was not another meeting arranged to

8 my knowledge at that meeting. The Federal Mediation and Con-

9 ciliation Service, Mr. Leslie arranged for another meeting

10 which was held on June 30th, I believe.

11 Q. Did you make any contacts on the company between those

12 two meetings; June 22nd and June 30th?

13 A. By "Contact," you mean letters or calling them?

14 Q. Yes.

15 A. I don't recall. During this period I had written a

16 couple of letters but I don't remember writing to the company

17 during this period.

18 Q. The next meeting was June 30th, is that correct?

19 A. Right.

20 Q. Where was that meeting held?

21 A. That meeting, I believe, was held at the King Edward

22 starting in the forenoon, around 10:30.

23 Q. How long did that meeting last?

24 A. That meeting lasted until about 12:30.

25 Q. Was the Federal Mediators present?

1 A. The Federal Mediator, Roger Leslie, was present.

2 Q. Who was present for the company?

3 A. For the company was Mr. Fulford an attorney from Mobile,

4 I understand, and Mr. Dyas.

5 Q. Was Mr. Inman present at that meeting?

6 A. No, Mr. Inman was not present.

7 Q. Who was present for the union?

8 A. The same committee was present for the union.

9 Q. Would you please tell us what occurred at that meeting?

10 A. Immediately upon the arrival of ourselves--as I recall,

11 Mr. Fulford and Mr. Dyas arrived shortly after us--the Federal

12 Mediator immediately split the parties so that there was no

13 initial conversation at all between the company and the union.

14 Mr. Leslie talked to the union committee and he had been pre-

15 sent, you will recall, at the previous meeting of June 22nd,

16 and he talked to the union committee and said that if we were

17 going to get an agreement, we would have to try hard that day.

18 He then went and talked to the company. He returned and talk-

19 ed to the union committee--the parties were separated--and

20 said that he had told the company that he believed he could

21 get a settlement for ten cents an hour, check off, seniority

22 article, Christmas bonus, and return to work of the people,

23 35 of the people. The rest on preferential recall or hiring.

24 The union committee, myself and the rest of the committee

25 talked about it and we told Mr. Leslie to see if he could get

1 a settlement on those terms. He went back to the company and
2 was gone some time and returned and said there was no more
3 money than that nickel, that they would not agree to those
4 items and they would not agree to the Christmas bonus, to
5 continue the Christmas bonus.
6 Let me go back a minute because I believe at the June
7 22nd meeting, I had told Mr. Inman that they would--we wanted
8 the Christmas bonus or seven cents an hour.
9 Q. All right.
10 Was this further--
11 TRIAL EXAMINER: You wanted seven cents an hour in lieu
12 of--
13 THE WITNESS: In lieu of the Christmas bonus,yes, sir.
14 TRIAL EXAMINER: This is in addition?
15 THE WITNESS: In addition to the twenty-five cents, yes,
16 sir.
17 TRIAL EXAMINER: This is a separate seven cents?
18 THE WITNESS: Right, sir.
19 A. (Continuing.) Mr. Leslie advised us that the company
20 was caucusing and calling on the telephone for instructions
21 and he went back to the company and I believe he offered to
22 settle the contract for eight cents an hour--the three cents
23 being considered a piece of the Christmas bonus--return to
24 work of 35 people, which the company indicated that there were
25 35 jobs available immediately, preferential hiring of those

1 not returning, something on seniority. I think maybe there
2 was something else, I don't recall.
3 He came back to the table then with the parties and re-
4 viewed these reduced demands by the union with Mr. Fulford
5 and Mr. Dyas and they told us that they would have to check
6 with Mr. Caldwell and that they were unable to get in touch
7 with him.
8 Q. Did they say with which Mr. Caldwell?
9 A. I don't recall them saying which one, but we were talk-
10 ing about Mr. Caldwell, Sr. when we were talking about Caldwell.
11 Q. When you were doing what?
12 A. When we talked to the company that day about Mr. Caldwell,
13 we were talking about Mr. Caldwell, Sr.
14 Q. All right, sir.
15 A. Mr. Fulford's suggestion was that we break off, and this
16 was about noon, 12:00 or 12:30, and that he would call us at
17 the hotel at 1:30 and let us know what the company's reaction
18 to this development was.
19 At 1:30 the union committee met Mr. Leslie, the Commissioner
20 and we waited by a phone and after a few minutes, I'd say
21 2:00 o'clock, possibly, the phone rang and it was somebody
22 from the company talked to Mr. Leslie and he was told that
23 they were unable to find Mr. Caldwell. This was June 30th.
24 This statement resulted in my telling the committee to find
25 out if anybody had seen Mr. Caldwell that day and a check was

1 made with the picket and one of the pickets, who testified
2 yesterday, or the day before, remembered seeing Mr. Caldwell
3 pass through the gate at the plant at the time they supposedly
4 couldn't find him .
5 Q. All right.
6 Were you contacted by anyone after that from the company,
7 the Federal Mediator or anyone else?
8 A. (No response.)
9 Q. Did you try to contact--
10 A. I was told that we should call the company the next day
11 at 2:00 o'clock to find out what the reaction was. I did call
12 the company.
13 Q. Who did you speak to?
14 A. I talked to Mr. Dyas.
15 He said that he did not know anything about it that I
16 should call Mr. Inman.
17 Q. Call who, sir?
18 A. Mr. Inman.
19 Q. All right.
20 A. I called Mr. Inman and talked to him and he said that I
21 would have to speak with Mr. Fulford and he would have Mr.
22 Fulford call me. I may have spoken to Mr. Fulford, too, but
23 in any event, I had to wait for a return call about the com-
24 pany's decision.
25 In about 30 minutes, 15 to 30 minutes, the phone rang and

1 it was Mr. Fulford and he advised me that the company's answer
2 was "No to all points."
3 Now, there's an important thing, Mr. Gardner, that I left
4 out that transpired at the meeting of either June 22nd or
5 June 30th and that is this: I suggested to Mr. Inman that it
6 had always been the union initiating these meetings and having
7 great difficulty in doing it and that the company had not in
8 one instance initiated a single meeting with us and his response
9 to me was "It is the union that wants a contract, not the
10 company."
11 Q. Do you recall in what meeting that was?
12 A. I don't recall exactly, it was either June 22nd or June
13 30th.
14 Q. And do you remember the date that Mr. Fulford called you
15 and told you "No" to the proposal?
16 A. That had to be July 1st which was the day after the June
17 30th meeting.
18 Q. Did anything else occur after July 1st?
19 A. (No response.)
20 Q. Did you have any further contact with the company or the
21 Federal Mediator about meetings?
22 A. Somewhere during that period, I talked to the Federal
23 Mediation and Conciliation Service, I don't recall when. There
24 was no meeting scheduled right away. We finally--a meeting
25 was arranged for July 16th. I believe it was arranged by the

1 Federal Mediator or it could have been arranged by Mr. Inman
2 and myself.
3 Q. Did you exchange any correspondence with the company
4 during this period of time?
5 A. Yes, I wrote a letter. Let's see, what was that about?
6 I wrote a letter to Mr. Caldwell.
7 (The document above-referred to was
8 marked as General Counsel's Exhibit No. 26 for identification.)
9 Q. (By Mr. Gardner) I show you what I have marked for
10 identification as General Counsel's Exhibit 26, and ask you
11 if that is the letter that you are referring to?
12 A. Yes, that's it.
13 MR. GARDNER: I offer General Counsel's Exhibit 26.
14 MR. STOUT: No objection.
15 TRIAL EXAMINER: It is admitted.
16 (The document above-referred to,
17 heretofore marked as General Counsel's Exhibit No. 26, was received
18 in evidence.)
19 TRIAL EXAMINER: May I see it for a moment?
20 Q. (By Mr. Gardner) Do you recall, Mr. Edwards, if you had
21 any further conversations with Mr. Inman concerning negotia-
22 tions or the letter, or anything else?
23 A. Yes, I have tried to get a further meeting with the com-
24 pany and I finally called Mr. Inman.
25 Q. Do you recall when this was, sir?

A. I don't recall the date. I don't recall the date, but it was prior to the July 26th meeting.

Q. Was it after your letter of July 19th?

A. It was after I had written the letter and before the meeting.

Q. Where did you call Mr. Inman?

A. I called him at his office in New Orleans; I was in Jackson.

Q. All right.

Would you tell us essentially what was said in that conversation?

A. I told him that I would like to meet and this was a Friday that I was talking to him, whatever day of the week that is, and I told him that I would like to meet him and he asked when I would like it and I said, "Monday." He laughed and said that was much too quick for his schedule and I mentioned the fact that I had written this letter to Mr. Caldwell. Of course, I was convinced he was aware of it because I recall sending him a copy of it and Mr. Inman became angry about this letter.

MR. STOUT: I object to the conclusion and move to strike.

TRIAL EXAMINER: Well, I will reserve on that. If you you elaborate.

A. (Continuing.) Well, Mr. Inman used some rather emotional remarks about this letter. He said, "He is the one that

1 negotiates for the company and that by going around him that
2 I had lost my only friend in negotiations and that he had
3 been trying to help and now I have made my bed and I can lay
4 in it." He told me, also, that he thought we were in bad
5 faith by improving this offer. I told him that we had let
6 the Federal Mediator, given him free rein and he felt if he
7 could get a contract, he could have gotten it at that meet-
8 ing and we let him go and he was unable to get an agreement
9 and, therefore, I was going back to our previous position, or
10 the one just preceding this, where the union permitted the
11 Commissioner to take matters in his hands, so to speak. I
12 asked Mr. Inman if he would reduce the company's most recent
13 position to writing and submit it to us and he said he would
14 not, that we knew what it was about and I told him there were
15 too many marginal notes and too many maybes, too many possi-
16 bilities, and we would like to see it in writing. He said he
17 would not do it and he didn't and I asked for a meeting and
18 he said he would send me a letter listing the days that he
19 was available.
20 TRIAL EXAMINER: Hold it now.
21 Are you concluded with that telephone conversation? That
22 was all that was said?
23 THE WITNESS: Yes, sir, that's all I recall.
24 TRIAL EXAMINER: I will grant the motion to strike, "He
25 became angry and he made emotional remarks."

1 Please proceed.

2 Q. (By Mr. Gardner) Mr. Edwards, when was the next meeting

3 held?

4 A. The next meeting was held on the 26th.

5 Q. Where was that meeting held?

6 A. That meeting was held back again in the Sun-n-Sand.

7 Q. About how long did that meeting last?

8 A. That meeting lasted a very short while. Mr. Leslie was

9 present and talked briefly with the union. Mr. Inman and

10 Mr. Dyas went outside and talked with the Federal Mediator.

11 This was held at about 3:00 o'clock in the afternoon, I be-

12 lieve.

13 Q. How long did it last?

14 A. It lasted not over--we were present not over an hour and

15 the company was not present that long.

16 Mr. Inman came--rather Mr. Leslie came back into the

17 room and told us that it was apparent to him that the only

18 way a union could get an agreement with this sticky deal was

19 total capitulation, just surrender and sign whatever they put

20 before us.

21 Q. Who was present for the company during that meeting?

22 A. Mr. Inman and Mr. Dyas.

23 Q. Who was present for the union?

24 A. Myself, Jimmy Payne, Sam States, I don't recall anyone

25 else being there.

Q. Was there any direct discussions between yourself and Mr. Inman or any other representative of the company?

A. Yes. After the Federal Mediator had conferred with Mr. Inman and Mr. Dyas outside the meeting room, they returned, that is, Mr. Inman and Mr. Dyas returned and Mr. Inman sat down and he informed the union committee that the company had had a wage offer of five cents before us since March 22nd, and we had seen fit to refuse that offer and that the company was going to make--put this raise into effect immediately and make it retroactive to June 1st and he asked me if I had any objections and I told him "Yes, I did object. I considered that"--I told him--"I considered that a unilateral raise and an unfair labor practice."

He told me that this w as what they were going to do and with that and no meetings, further meetings, scheduled the company left.

Q. Do you recall if you asked for any information at that meeting from the company?

A. I again mentioned the fact that I wanted these rates of pay that were being paid at the plant and Mr. Inman--we could have that information, but he told me that they were not paying any more to any employee working than they had paid prior to the beginning of the strike.

Q. Did the company present anything to the union at that meeting?

1 A. Present anything?

2 Q. Proposals, letters.

3 A. Yes, Mr. Inman handed me a letter in response to this

4 one that I had written to Mr. Caldwell.

5 (The document above-referred to was
6 marked as General Counsel's Exhibit No. 27 for identification.)

7 Q. (By Mr. Gardner) I show you what I have marked for

8 identification as General Counsel's Exhibit No. 27, and ask

9 you if that is the letter that you are referring to?

10 A. Yes, this is it.

11 MR. GARDNER: I offer General Counsel's Exhibit 27.

12 MR. STOUT: No objection.

13 MR. GARDNER: It is a letter dated July 26th.

14 TRIAL EXAMINER: Admitted.

15 (The document above-referred to,
16 heretofore marked as General Counsel's Exhibit No. 27 was received
17 in evidence.)

18 MR. STOUT: This is a letter to whom?

19 MR. GARDNER: To Mr. Edwards, delivered by hand.

20 MR. INMAN: The number of the exhibit?

21 MR. GARDNER: The number of the exhibit is 27.

22 Q. (By Mr. Gardner) All right, sir.

23 After this July 26th meeting, at the time of the July

24 26th meeting, was the strike still in existence?

25 A. Yes, the strike was still in existence on July 26th.

1 Q. Did anything occur after that date that changed that?
2 A. Well, the strike terminated in August.
3 Q. Do you recall when it terminated?
4 A. August 8th, I believe, which was a Monday.
5 Q. Was there any meeting of the union preliminary to ending
6 the strike?
7 A. Yes, the meeting of the union was held on Sunday, the
8 7th or August.
9 Q. What was the purpose of that meeting?
10 A. I called the meeting to advise the people that they should
11 go back to work, ask for their jobs and that they should do
12 this Monday.
13 Q. Who was present at that meeting?
14 A. There were some 35 to 50 members present and myself and
15 members of the negotiating committee.
16 Q. You were the spokesman at that meeting, is that correct?
17 A. Yes.
18 Q. They were told to return on the Monday and ask for their
19 jobs?
20 A. They were told to go back to the plant on Monday morning
21 starting at 8:00 o'clock and ask for their jobs and that I
22 would be in the union office at 626 South State Street and come
23 to the hall and tell me exactly who they talked to and what
24 was said in the event they were not put back to work.
25 Q. Did you at any time contact the company about your decision?

A. I wrote the company a letter, dated the 6th of August, advising them that the people were coming back to work and that the union was making no contengencies on this, no conditions.

MR. STOUT: Your Honor, since Mr. Gardner is about to offer this letter, I move to strike the supposed analysis or characterization of the letter from the witness.

TRIAL EXAMINER: All right.

The motion is granted.

MR. GARDNER: The letter will speak for itself.

TRIAL EXAMINER: On assumption that the letter is going in, is going to be admitted.

MR. STOUT: We haven't seen it yet, but I feel certain that it is one of these that we will have no objection to.

(The document above-referred to was marked as General Counsel's Exhibit No. 28 for identification.)

Q. (By Mr. Gardner) I show you what I have marked for identification as General Counsel's Exhibit 28, and ask you if that is the letter that you are referring to?

A. Yes, that is it.

Q. That's a copy of the letter, is that correct?

A. It is a copy of the letter, right.

MR. GARDNER: I would request at this time that the Respondent produce the original, if available to them. That letter is dated August 6th.

1 MR. STOUT: May we go off the record for a second?

2 TRIAL EXAMINER: Off the record.

3 (Discussion off the record.)

4 TRIAL EXAMINER: On the record.

5 MR. GARDNER: I offer General Counsel's Exhibit 28.

6 MR. STOUT: No objection.

7 TRIAL EXAMINER: General Counsel's Exhibit 28 is admitted.

8 (The document above-referred to,
9 heretofore marked as General Coun-
sel's Exhibit No. 28, was received
10 in evidence.)

11 Q. (By Mr. Gardner) Mr. Edwards, after sending this letter,
12 did you have any further discussions with Mr. Inman?
13 A. The next conversation that I had with Mr. Inman was
14 still later that month, I believe. I can't be certain of
15 that date, but Mr. Inman called me while I was in Greenville,
16 Mississsippi, and he said that he would--rather, that they
17 would pay the Christmas bonus if I would drop the charges
18 against the company and I declined to do this.
19 Q. Was anything else said during that conversation, do you
20 recall?
21 A. I told Mr. Inman what we wanted to do was bargain and
22 get a contract and he told me that the company was willing
23 to bargain. That was a short conversation and that is the
24 essence of it.
25 Q. Was there any further contacts with Mr. Inman?

Q. Yes, sometime in October I called and asked if they would meet. I called Mr. Inman--I believe I wrote a letter, also.

(The document above-referred to was marked as General Counsel's Exhibit No. 29 for identification.)

Q. (By Mr. Gardner) I show you what I have marked for identification as General Counsel's Exhibit 29, and ask you if that is the letter that you are referring to, dated September 28th?

A. Yes, sir, that's it.

MR. GARDNER: I offer General Counsel's Exhibit No. 29.

MR. STOUT: No objection.

TRIAL EXAMINER: Admitted.

(The document above-referred to, heretofore marked as General Counsel's Exhibit No. 29, was received in evidence.)

Q. (By Mr. Gardner) Mr. Edwards, was another meeting arranged?

A. Yes, a meeting was arranged.

Q. When was that?

A. That was October 20th.

Q. Where was that meeting held?

A. That meeting was held, that meeting was held at the Sun-n-Sand.

Q. Who was present for the company and for the union?

A. For the company was Mr. Inman and Mr. Dyas and for the

union myself, Jimmy Payne, Sam O. States.

Q. Was the Federal Mediator present at this meeting?

A. The Federal Mediator was not present.

Q. How long did this meeting last?

A. This meeting lasted approximately ten minutes.

Q. Will you tell us what was discussed?

A. I told Mr. Inman that the union wanted a contract out there and we believed--on the strength of the stockholders' report which we had for the period last reported at the time the negotiations began--that the company could well afford to give the people the twenty-five cents which we had asked for inasmuch as they had made twelve and a half percent or more profit on sales and investments. That they were in need of better money and better conditions in the plant. Mr. Inman said that the company's position had not changed at all and that I could have determined that on the telephone, by talking to him on the telephone about it. That was about the extent of the meeting.

Q. Were there any other contacts between the parties after that meeting?

A. No, sir, not to my knowledge. That is, you mean to start negotiations?

Q. Yes.

A. No.

MR. GARDNER: I tender the witness.

AFTERNOON SESSION

(1:50 p.m.)

TRIAL EXAMINER LIPTON: On the record.

Whereupon,

WILLIAM T. EDWARDS

resumed the stand and testified further as follows:

CROSS EXAMINATION

Q. (By Mr. Stout) Mr. Edwards, you testified previously that there was a meeting for March 8th that was cancelled at the company's request or cancelled by the company because of the tornado in the Flowood area?

A. True.

Q. As I recall, you testified that you drove over to the plant in Flowood?

A. Right.

Q. You mentioned a plant somewhere in that area that had been damaged, I believe, is that correct?

A. Right.

Q. Where was that plant located?

A. That plant was located approximately a mile, a mile and a half from Mississippi Steel. It was Continental Can, I believe.

Q. Did you notice the extent of the damage of that plant?

A. The roof was blown off of it.

Q. Did you notice damage to any other buildings in that area?

A. Yes, there was a tile company over there next door to Continental Can and it was damaged and there was another plant right in that same area that was partially damaged. I don't know the name of it.

Q. All right.

In driving over to Mississippi Steel or driving along Flowood Road, did you notice damage to other buildings and other property on both sides of the road as you drove along?

A. In the area of Continental Can.

Q. That's Flowood Road, am I correct?

A. Yes, it's on Flowood Road.

Q. The area where the plant is located is what is referred to, at least locally as the Flowood Road?

A. I know the road that you refer to, the road that leads back into Flowood?

Q. Yes. I am not sure you and I are talking about the same thing, Mr. Edwards.

Let me rephrase my question.

Mississippi Steel is in what is referred to as the Flowood area, is that correct?

A. Yes.

Q. All right.

Now, either before or after your visit to the plant on March 8th, did you have a telephone conversation with Mr. Inman concerning the cancellation of that meeting on March 8th?

1 A. I'm not certain whether it was the 8th or 9th, but it was
2 certainly close in that area that I talked with Mr. Inman.
3 Q. Did he call you or did you call him, if you recall?
4 A. I can't be certain, but I have an idea that I should have
5 called him because he didn't know where I was.
6 Q. All right.
7 This telephone conversation, didn't he explain to you
8 that the company had postponed the meeting not because of
9 damage to his own plant but because he had been unable to
10 communicate with the people at the plant by telephone?
11 A. He told me there was a communications problem. I don't
12 remember him relating it to that characterization of the meet-
13 ing.
14 Q. Do you remember him telling you that he didn't know what
15 was going on, when and if he would be able to get in touch
16 with the people, when he cancelled the March 8th meeting?
17 A. He could have said that, I don't recall.
18 Q. All right.
19 Did he tell you that the Caldwells, although there was
20 no damage to Mississippi Steel, that some of the other proper-
21 ty owned by the Caldwells in that area had been damaged and
22 they had been tied up on their other property?
23 A. I believe he did.
24 Q. Do you remember a discussion as to why Dyas had to be at
25 the plant on March 8th?

1 A. No.

2 Q. Do you recall Mr. Inman telling you that Mr. Dyas, who

3 was the company representative with him in negotiations, had

4 to be at the plant on March 8th because Mr. Caldwell could

5 not be at the plant?

6 A. No, I don't really recall that.

7 Q. All right.

8 Now, this March 22nd meeting, a discussion, I believe,

9 you initiated with regard to rest periods, did Mr. Dyas comment

10 on the subject of rest periods at all that you can remember?

11 A. He participated in the discussions on rest periods, yes.

12 Q. Did he make the statement to the effect that the company

13 policy on rest periods had not been changed?

14 A. I think so.

15 Q. But he had found some men loafing in the melt shop office

16 when they should have been working and he had gotten on them

17 and that was probably the source of complaints about rest

18 periods?

19 A. I don't really recall him making those remarks.

20 Q. During the March 22nd meeting, what stage of the meeting

21 was this 1965, requesting this 1965 Christmas gift or Christmas

22 bonus brought up?

23 A. At what stage?

24 Q. Yes, early in the meeting or late in the meeting, or

25 approximately when?

1 A. Well, I am guessing. I would guess in the afternoon,
2 because I made an offer to withdraw the charges if that bonus
3 were paid and I believe I made that statement in the after-
4 noon. I could be wrong about that.
5 Q. Well, I assume you initiated the subject then of the
6 1965 Christmas bonus?
7 A. Yes.
8 Q. Do you recall what you first said about the bonus, first
9 said to Mr. Inman about the 1965 bonus?
10 A. I can't remember my exact words, but my object was to
11 see if it was possible to get the company to pay that bonus.
12 Q. You asked him if they would pay it, I assume?
13 A. Yes.
14 Q. What did he say?
15 A. He said that the company didn't view that as a bonus,
16 but as a gift and he didn't believe the company was going to
17 pay that bonus. At least he was not prepared to make those
18 assurances at that point.
19 Q. Did he offer to negotiate about it or discuss--probably
20 be a better word--to discuss the 1965 bonus?
21 A. He was willing to discuss the 1965 bonus, but I was not.
22 I was not stating to Mr. Inman that I was in any position to
23 bargain about that. Charges had been filed on it and there
24 was no area for bargaining.
25 Q. That's what you told him?

1 March 22nd about the union's wage proposal, you made some
2 comment, as I understood it a moment ago before the luncheon
3 break, I understood you made some comment to him about the
4 low income or low wages in the area or in Mississippi and
5 the high cost of living--obviously in arguing your point for
6 the wage increase?
7 A. On that date?
8 Q. March 22nd, yes, sir.
9 A. Yes, sir, I would think that I made that argument about
10 wages at that meeting or at any other meeting where I might
11 be discussing--trying to justify for us asking for the raise.
12 Q. Do you recall or can you tell us as near the exact words
13 as possible what you said about low rates or low income in the
14 Mississippi area or the Jackson area?
15 A. I don't remember exact words; I can tell you generally.
16 Q. That will satisfy me, Mr. Edwards.
17 A. Generally, I stated that the wages, and I am looking at
18 the dollars and cents per hour, not the income that the people
19 make by working 80 hours a week, but that the general wages
20 in the area are substantially under national averages for the
21 industry and that I was reluctant to talk area labor rates,
22 consider them in making a wage proposal inasmuch as there are
23 no area rates for bread and milk or a Ford automobile, and
24 such. Comments of that general nature.
25 Q. So as I understand it, you repeated that argument at a

1 number of the meetings?

2 A. I would think so.

3 Q. Did Mr. Inman state to you that he thought he might move

4 along more quickly if we talked about Mississippi Steel as

5 opposed to the low rates of the area?

6 A. It might move along faster if we talked about Mississippi

7 Steel? Is that your question?

8 Q. Yes.

9 A. I don't recall Mr. Inman making that statement.

10 Q. Do you recall him making a statement along the lines, or

11 to the effect, that he was there to discuss Mississippi Steel

12 and not the area problems or the low economic conditions of

13 Mississippi?

14 A. Whether he said that?

15 Q. Yes.

16 A. It is possible that he said that. I just don't recall.

17 Q. I believe you testified that Mr. Inman made some comment

18 to the effect, in discussion of the wage proposal, that this

19 company, Mississippi Steel Corporation, is not a Cadillac

20 steel company and you replied that the union regarded it as

21 a part of the basic steel industry, or did I misunderstand

22 you?

23 A. I think you understood me correctly, but I assert that

24 I didn't say it was part of the basic steel corporation be-

25 cause in my union we make a distinction between basic steel.

1 The basic steel field is the mills where the large mills--where
2 ore is used to transform from the raw material into steel.
3 That's what we mean by basic steel. The plants of U. S. Steel
4 and only those basic steel companies, not the fabricating
5 plants as such. That's the distinction between the steel in-
6 dustry and basic steel.
7 Q. Was your statement then or your comment--as a better
8 choice of words--is that Mississippi Steel Corporation did
9 produce steel and the union considered it part of the steel
10 industry?
11 A. Yes, sir.
12 Q. Did you state that--inso many words or more--you thought
13 a steel industry contract was the appropriate contract for
14 this company?
15 A. I believe I stated that the nature of the jobs would
16 lend themselves well to the evaluation program and that our
17 contract proposal was not lifted from the basic steel in this
18 distinction, which includes a lot more than we proposed, ex-
19 tended vacations, and so on.
20 Q. Was there any reference to the so-called master con-
21 tract?
22 A. I might have told Mr. Inman that this proposal was not
23 lifted out of the basic master agreement.
24 Q. In your discussion of the union's proposed check off
25 clause, did Mr. Inman state and say that neither he nor the

here know what that means, but just for the record what is the CWS Manual?

A. The CWS Manual, those initials stand for Cooperative Wage Study. That is a manual whereby jobs maybe evaluated. It is an objective yardstick for measuring a job's worth in terms of points with 12 factors ranging from pre-employment training through responsibilities and effort.

Q. As I understand, Mr. Edwards, this manual was drawn up by or with the participation of the Steelworkers Union and your union regards it as a basic manual for the steel industry on this subject, as I understand it, is that correct?

A. This manual was developed, as it's title suggests, with a great effort between the steel industry and our union in order to evaluate jobs where the rates were scattered across the country, having little relation sometimes with the value of the job.

Q. I see.

Was this manual discussed during the March 22nd meeting?

A. The manual?

Q. Yes.

A. I think it probably was because I would certainly have made the point that this is an objective way to evaluate the worth of a job.

Q. Do you recall either giving or loaning, probably loaning Mr. Inman a copy of the CSW Manual (sic)?

1 A. No, sir, I didn't loan him one.
2 Q. Did you ever bring one to one of the meetings or any of
3 the discussions to Mr. Inman?
4 A. Let me go back a minute.
5 Mr. Inman had a thick red book which had the CWS Manual
6 included in it and bench mark jobs. He had that book, but I
7 didn't give it to him; Mr. Miller did.
8 Q. Oh, I see, Mr. Miller gave it to him.
9 A. I believe he returned that book at one of the meetings.
10 Q. Now, this discussion about classifications and the CWS
11 Manual as it related to Mississippi Steel Corporation, Mr.
12 Inman's position, as I understand it from your testimony,
13 was that this company required flexibility in its operations
14 and that he didn't feel was ready for that type of manual
15 application yet? Is that a fair statement?
16 A. Mr. Inman stated that the CWS Manual and wage evaluation
17 that we proposed would be too rigid and inflexible and I ex-
18 plained to Mr. Inman that this was not true at all. That
19 flexibility, the company rights the job descriptions and the
20 changes as business requires. All the manual does is evaluate
21 the money for the job. It had nothing to do with flexibility.
22 Q. I gather then that there was quite a bit of discussion
23 between you and Mr. Inman, not only at this meeting, but at
24 other meetings, about the use of job descriptions and job
25 classifications and the manual?

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20 changes as business requires. All the manual does is evaluate
21 the money for the job. It had nothing to do with flexibility.
22 Q. I gather then that there was quite a bit of discussion
23 between you and Mr. Inman, not only at this meeting, but at
24 other meetings, about the use of job descriptions and job
25 classifications and the manual?

1 A. I would say the greatest amount of discussion occurred
2 at the March 22nd meeting. It was touched upon after that
3 because we kept it in our proposal for some time.
4 Q. In your discussions at this meeting on March 22nd with
5 regard to wage proposals in general, did Mr. Inman state or
6 take the position that he felt that the first contract, the
7 company's practice of across-the-board increases should be
8 continued?
9 A. The company's practice of across-the-board increases?
10 Q. Let me withdraw part of that question, Mr. Edwards, and
11 let me state it a little differently. I may have misstated
12 it.
13 Was Mr. Inman's position stated to you, among others,
14 of course, that he felt for the first contract between the
15 company and the union that the wage increases should be set
16 up on a general across-the-board increase with some adjust-
17 ments where required as opposed to going to a rigid or straight
18 job classification system?
19 A. I don't recall exactly. I would think that he probably
20 did say that.
21 Q. His wage proposals were across-the-board increase pro-
22 posals, were they not?
23 A. His proposal, yes.
24 Q. You testified earlier about some discussions at the
25 March 22nd meeting--quite candidly, I wasn't able to follow

1 "Starting time for shifts," was discussed at the March 22nd
2 meeting?
3 A. Some discussion onit, yes,
4 Q. Do you remember anything that Mr. Inman said about it,
5 on the general subject?
6 A. Yes, he talked about this, as I recall, and said that
7 the nature of the business of Mississippi Steel would make
8 these--this proposed shift difficult.
9 Q. Did he make any reference that you recall that the con-
10 tract provision covering starting times would have to encom-
11 pass a full 24-hour period or should encompass a 24-hour period?
12 A. I don't recall.
13 Q. Now, the insurance proposal contained in what has been
14 described as General Counsel's Exhibit 9, do you recall Mr.
15 Inman's comments about that proposal at the March 22nd meet-
16 ing?
17 A. I think he expressed the thought that our proposal was
18 expensive.
19 Q. Expensive?
20 A. Expensive, but that it was a part of our economic pro-
21 posal and part of the economics.
22 Q. In other words, it would be considered along with the
23 other economic items?
24 A. Yes.
25 Q. I see. Now, you were testifying this morning about this

1 problem of employees working on weekends. I believe Mr. In-
2 man told you that he couldn't agree to eliminate weekend work
3 because of the nature of the operations of the company, is
4 that correct?
5 A. Mr. Inman told me that the company had a special rate
6 on electricity and that it was much cheaper for them to
7 operate on the weekend.
8 Does that respond to your question?
9 Q. Partially. Let me ask you a couple more on the subject.
10 Did he also explain to you that the company could not
11 get the power without working on weekends or do you recall?
12 A. I don't recall him making that statement. It was a
13 matter of economics rather than availability of power, as I
14 recall it.
15 Q. All right.
16 Your contention, as I understand, was these men needed
17 some relief from weekend work?
18 A. Yes.
19 Q. Do you recall Mr. Inman saying that the company had never
20 figured out a way to work it any differently?
21 A. I think he did say that.
22 Q. Did he say that he would change it or recommend the com-
23 pany change if anybody came up with a way to figure out how
24 to do it?
25 A. Yes, I believe he did.

1 Q. And on a shift differential, I believe Mr. Inman told
2 you that it was possible that the company would improve shift
3 differential?
4 A. Yes.
5 Q. All right.
6 Now, you testified earlier today about the conversation
7 at the March 22nd meetingabout strikes or strike talk, is
8 that correct, sir?
9 A. That's correct.
10 Q. Do you recall any of these people who were, any employees
11 who were merely spectators or observers--as opposed to your
12 committee members--making any remarks from the sidelines, so
13 to speak, about strikes from where they were seated or going
14 out on strike, during the course of the day?
15 A. I--there was nobody who was observing those negotiations
16 that said anything about it until Mr. Inmán made an inflamatory
17 speech about striking. At that point he aroused this group
18 and one of the men did say something and, in fact, was going
19 to leave the room.
20 Q. Did he say anything?
21 A. He said something.
22 Q. You just don't recall what?
23 A. I didn't understand him at the time. I think he addressed
24 himself to the president of the Local. He didn't address
25 himself to me.

1 Q. You say he started to leave the room?

2 A. He stood up and I could see that he was going--it was an

3 assumption--he sat back down.

4 Q. Did anyone speak to him before he sat back down?

5 A. I don't remember.

6 Q. After he sat down?

7 A. I don't remember.

8 TRIAL EXAMINER: Mr. Stout, I know that a lot of things

9 were stated on direct and, of course, you didn't have your

10 Bill of Particulars and this is a general allegation of bad

11 faith bargaining and you are entitled to meet anything that

12 is relevant, but I am just wondering if this isn't a matter

13 of judgment on some of these things to pick and chose. This

14 particular matter of one of the employees standing up, do

15 we need all of this?

16 MR. STOUT: It is extremely relevant, Your Honor.

17 TRIAL EXAMINER: It is extremely relevant?

18 MR. STOUT: Yes, sir.

19 TRIAL EXAMINER: All right.

20 Q. (By Mr. Stout) Mr. Edwards, again referring to the March

21 22nd meeting, what stage of the meeting was it when Mr. Inman

22 made this remark to the effect that you were used to the

23 Cadillac agreements and that they were not a Cadillac company?

24 What was under discussion at that time?

25 A. I don't recall, wages.

1 Q. Was it possibly the supplemental unemployment benefit pro-
2 posal?
3 A. Possibly.
4 Q. Mr. Edwards, did you receive a typed copy of your Labor
5 Board Affidavit prior--well--
6 A. Of my statement?
7 Q. Yes.
8 A. Yes, I did.
9 TRIAL EXAMINER: Respondent's 7.
10 (The document above-referred to was
marked as Respondent's Exhibit No.
11 7 for identification.)
12 MR. STOUT: Do you want to stipulate that this is a
13 copy?
14 MR. GARDNER: I will.
15 MR. STOUT: Your Honor, Counsel is prepared to stipulate
16 that Respondent's 7, which has been marked for identification,
17 is a copy of Mr. Edwards' affidavit which was supplied to him
18 by the Board.
19 TRIAL EXAMINER: All right.
20 The stipulation is admitted.
21 Q. (By Mr. Stout) Mr. Edwards, to the best of your know-
22 ledge, this is a copy of the same thing that you had, is that
23 correct?
24 A. Well, I don't know. I would have to read the whole thing
25 to know. I will assume it is.

1 Q. All right.

2 Let me call your attention--this page is not numbered--

3 I believe it's on the third page, Article 13, Supplemental

4 Unemployment Benefits. Take a moment--I don't think you need

5 to read it into the record--I just want to refresh your memory.

6 After you have read it, I will ask you some questions.

7 A. Yes, I have read it.

8 Q. All right.

9 Does that refresh your memory as to when Mr. Inman made

10 the comment about they were not a big steel company; they were

11 a small company and the Cadillac agreements, and so on?

12 A. Yes, that would have been in the discussion about supple-

13 mental unemployment benefits.

14 Q. On the discussion of the bonus, Mr. Inman said that this

15 matter was negotiable, didn't he?

16 A. Yes.

17 Q. All right.

18 A. Discussing a continuation of the bonus and including it

19 in the contract, not the 1965 bonus.

20 Q. Now, let me show you again--perhaps I should have showed

21 you this before I asked the question. Discussiong bonus,

22 I believe it says, "Inman said that this was negotiable with

23 the company considering the Christmas bonus as a gift?"

24 A. Right.

25 Q. "I told Inman we would drop the charges against him"--

I believe it is-"if they would pay the Christmas bonus?"

A. All right.

Q. All right.

In your affidavit, in other words, you didn't make any distinction between the 1965 bonus and the future bonuses when you said that Mr. Inman said that the bonus item was negotiable?

A. If I didn't, it's an oversight, because I certainly made that distinction in my mind. If it didn't come out that way on the affidavit, it should have.

Q. Well, perhaps I haven't mademyself clear. You say you made that distinction between the 1965 bonus not being negotiable and subsequent bonuses being negotiable?

A. Yes, sir.

Q. You are the one who made that distinction, isn't that correct?

A. I made that distinction verbally to Mr. Inman.

Q. I'm sorry, I misunderstood you is my problem.

TRIAL EXAMINER: When did you make that distinction in the bargaining sessions?

THE WITNESS: March 22nd.

TRIAL EXAMINER: That's when the subject first cameup?

THE WITNESS: Yes, sir, that was the first day that I met with the company.

Q. (by Mr. Stout) During your--withdraw--let me withdraw that, please.

1 hire from Mr. Inman, a carbon copy, I believe, of the list, or
2 a Xerox copy, perhaps?
3 A. I don't recall that. I don't know.
4 Q. All right.
5 I believe you testified Mr. Inman made an economic offer
6 on March 22nd of what we basically describe as a three-year
7 contract with five, five and five, is that correct?
8 A. Right.
9 Q. Which you rejected.
10 Now, at that time did you tell him that you did not want
11 a three-year contract?
12 A. I did.
13 Q. O.K.
14 Mr. Edwards, there was a meeting again on March 25th, I
15 believe?
16 A. Yes, sir.
17 Q. And this was after the walkout which started on the night
18 of March 22nd?
19 A. Yes, sir.
20 Q. One question, did you write a letter to Mr. Caldwell, Jr.,
21 president of the corporation, in connection--or do you recall
22 writing a letter to him in connection with the walkout after
23 the people had been told to go back to work or had gone back
24 to work?
25 A. I remember writing a letter to the State Unemployment

MR. STOUT: I think if I had about 20 minutes I would be ready to go back through.

TRIAL EXAMINER: I don't understand, really. I am working along with you and all reasonable requests have been granted and will continue to be granted. I would assume that you are working at the same time that the witness is testifying on direct and you are reasonably prepared when he concludes his direct except for examining affidavits, et cetera.

Well, let's try ten minutes and we will see at that point if you need a little more.

Off the record.

(A short recess was taken.)

TRIAL EXAMINER: On the record.

Q. (By Mr. Stout) Mr. Edwards, the walkout on March 22nd, the night of March 22nd that you testified about, did you contact Mr. Inman concerning this work stoppage on March 23rd, the day after it began?

A. Yes.

Q. Did you telephone him?

A. Yes.

Q. Did you telephone him more than once that day?

A. I only remember one phone call.

Q. Do you remember what time of day that call was?

A. No, it was in daylight--during the hours of work because I had called Mr. Caldwell first and he told me where I could

1 call Mr. Inman.

2 Q. Do you remember what you said to Mr. Inman when you called

3 him?

4 A. Yes, I told him the people would be coming back to work

5 as quickly as we could get them there.

6 Q. Did Mr. Inman already know about the work stoppage before

7 you called or were you the first to call about it?

8 A. I called him the day after the night of the work stoppage

9 and he was in town. I have no way of knowing whether or not

10 I was the first one to tell him. I assume he knew.

11 Q. He was still here in Jackson?

12 A. Yes.

13 Q. All right.

14 Do you recall what Mr. Inman said during the conversation?

15 A. I think he told me that the company contracted out some

16 of the work.

17 Q. Do you remember whether this call was in the morning or

18 the afternoon?

19 A. It would have had to have been late morning or afternoon.

20 Q. Do you remember anything else Mr. Inman said during the

21 conversation?

22 A. No, sir.

23 Q. Do you remember whether Mr. Inman expressed any position

24 or sentiments about the walkout and the leaving of the fur-

25 naces being deplorable and how dangerous it was in the steel

Q. Well, you called Mr. Inman on the 23rd; did you tell him that?

A. I told him on the 25th.

Q. The 25th, but not on the 23rd?

A. Not on the 24th?

Q. The 23rd, when you telephoned him?

A. I may have. I was convinced of it.

Q. Did you also tell him that you had not authorized the walkout and that you didn't know anything about it?

A. I don't recall.

Q. Now, this telephone conversation on the 23rd, that's when he told you that the company had contracted out for 30 days' supply of steel?

A. I think he mentioned--I am not sure that he mentioned the 30 days on the telephone, but I believe he told me on the telephone that the company had arranged to contract out some of its production.

Q. It was on the telephone that he first told you he didn't know how many men they would take back or when?

A. (No response.)

Q. I should say when they could take all the men back?

A. Possibly, I rather not think so. Let me change that answer. I don't believe he mentioned that in that telephone conversation. I don't believe--on the 23rd, he knew, well, I don't believe he said that on the telephone.

1 Q. All right.

2 TRIAL EXAMINER: You are testifying as to what you remem-
3 ber, not on the basis of what you think logically should have
4 or could have happened?

5 THE WITNESS: I am testifying that--

6 TRIAL EXAMINER: Your testimony should be of your clear
7 recollection or what you recall rather than what you think is
8 logical.

9 THE WITNESS: Right.

10 TRIAL EXAMINER: If you don't remember, you don't remem-
11 ber. You don't recall this statement by Mr. Inman in the phone
12 conversation?

13 THE WITNESS: No, sir.

14 Q. (By Mr. Stout) Mr. Edwards, at the March 31st meeting,
15 do you recall Mr. Inman initiating a discussion on the subject
16 of men refusing to work overtime on Saturdays in the fab shop?

17 A. Yes, sir.

18 Q. Did he tell you at that time that if those people would
19 not do the work, the company would either contract out the
20 work or take disciplinary action?

21 A. I believe he did.

22 Q. It was at that time that you told him that the union ex-
23 pected its people to work reasonable overtime?

24 A. That and on other occasions.

25 Q. All right.

1 What was it that you asked Mr. Inman to supply you with,
2 if anything--I withdraw that question.
3 At the March 22nd meeting, I believe you told the company
4 that you were going to present a proposal relating to relief
5 periods?
6 A. I believe that it was at the March 22nd meeting, one of
7 the earlier meetings I made this statement.
8 Q. And you subsequently made that proposal to them?
9 A. Yes.
10 Q. Was that the March 30th meeting that you--excuse me--
11 March 31st meeting?
12 A. 31st.
13 Q. Was it the March 31st meeting at which time you submitted
14 that proposal?
15 A. I think so.
16 Q. Did you present it at the same meeting that you presented
17 your new grievance procedure proposal?
18 A. I don't recall.
19 Q. All right.
20 With regard to these relief periods, do you recall at
21 any of the meetings Mr. Dyas making an explanation or going
22 into an explanation of the relief periods at the plant and
23 how they worked, how the relief period system functioned?
24 A. Mr. Dyas talked about the relief periods. I was never
25 quite able to understand. I was never quite able to understand

1 how they worked except that there was rest periods existing
2 in that plant. For this reason I proposed something in writ-
3 ing to nail it down.
4 Q. When you use the term, "Relief period," in submitting
5 a proposal, are you using "Relief" synonymous with "Rest"?
6 A. Yes.
7 Q. All right.
8 Do you recall Mr. Dyas contending that everybody at the
9 plant understood how the relief system worked?
10 A. No, sir.
11 Q. All right.
12 Now, again referring to the March 31st meeting, can you
13 tell us again, please, sir, what your economic proposal was
14 at that time or what changes you made in it?
15 A. I reduced the economic proposal. I eliminated--dropped
16 the supplemental unemployment benefit provision. I suggested
17 a two-year contract which would phase in the base rate of
18 $2.50 over two years rather than in an initial one year. I
19 proposed that the company pay the present insurance plan save
20 for the major medical which I was proposing that the employees
21 would pay for. I think I reduced the sicness and accident
22 proposal to $45 a week. There may have been something else
23 that I reduced from our original proposal. I think maybe I
24 changed the pension at that meeting and suggestdd that the
25 company's present pension plan be incorporated and made a part

1 of the agreement which prompted me to ask for the information
2 which I requested about the trust agreement.
3 Q. Which meeting? This is March 31st?
4 A. I think this was the March 31st meeting.
5 Q. When you use the term, "Pension plan," were you referr-
6 ing to what is also called the profit sharing plan?
7 A. I had found in the file--evidently the information had
8 been furnished to Mr. Miller--a leaflet that said, "Profit
9 Sharing and Pension Plan."
10 Q. "Profit Sharing and Pension Plan"?
11 A. In that booklet it made mention of an agreement, a trust
12 agreement which I wanted to see the complete agreement.
13 Q. The complete trust agreement?
14 A. Yes.
15 Q. In addition to the copy of the plan that you already had
16 or in addition to whatever you had, let's put it that way.
17 A. This little leaflet was very brief and sketchy and our
18 policy of our union is that we have a pension and insurance
19 department actuary and normally when we are able to consummate
20 an agreement, the actuary wants and requests this information
21 furnished them by whoever is at the bargaining table. This
22 is why I requested it.
23 Q. This is a standard request in Steelworkers negotiations?
24 A. Yes.
25 Q. Forgive me, Mr. Edwards, I am still confused. I am trying

1 to understand why you were asking for a copy of the trust
2 agreement on the profit sharing and pension plan or whether
3 you were asking for a copy of the plan as it applied to the
4 employees?
5 A. What I wanted, in order to incorporate a pension into
6 the contract, I wanted to know what it was existing between
7 the company and the bank; how much money is put into it and
8 on what basis; how much is in there; under what terms, if any,
9 are people vested, this type of information. I have no idea
10 how it ties in with the pension plan and profit sharing pay-
11 ments which the employees were given once a year.
12 Q. Did you explain, during negotiations, did you actually
13 state, in other words, during negotiations--during the March
14 31st meeting, specifically--all of these details about what
15 you wanted or did you simply ask for a copy of the plan?
16 A. I had asked several questions about the plan, about the
17 pension. I don't recall whether it was the 31st meeting or
18 the 22nd meeting, but I had asked several questions about it.
19 I made the request clearly that I wanted that information and
20 you will recall that Miller had asked for that before.
21 Q. You wanted a copy--you say "That information--" you wanted
22 a copy of the plan?
23 A. Right. It is mentioned in this leaflet, one of the exhi-
24 bits.
25 Q. Yes, and that's what you told Mr. Inman that you wanted

1 a copy of the plan that was mentioned in the leaflet?
2 A. Yes.
3 Q. That's all that you told him, about what you want, I
4 mean?
5 A. I think so.
6 Q. All right.
7 Now, when you made this request on March 31st, did you
8 make that before or after you reduced your economic proposal
9 that you have described a moment ago, made that request, I
10 mean?
11 A. I think I made that request--I don't remember. I would
12 have been immaterial inasmuch as I wanted the information re-
13 gardless. I don't recall.
14 Q. Let me be sure I understand you.
15 You proposed to drop the union's pension proposal and
16 agree to formalize and include in the contract the plan al-
17 ready in existence at the company, is that correct?
18 A. Right.
19 Q. That's without having received this information?
20 A. That's what prompted me to ask for it. Previous to this,
21 we had been bargaining on different factors of the pension
22 program. I had information that I think would have served
23 the purpose in that the employees' rates of pay, and so on,
24 but the minute I went to incorporate into the agreement the
25 company's plan, I needed to have that information as to what

1 the plan was in existence rather than the plan we had propos-
2 ed.
3 Q. Well, referring again to your affidavit, Mr. Edwards,
4 where you discussed the March 31st meeting, in this affidavit
5 when you recounted the fact of the meeting to whoever the
6 Board Investigator was, did you take up in the affidavit the
7 subjects that were discussed in the meeting in the same se-
8 quence of events that occurred at the meeting?
9 A. Generally, but not always. Generally, that's true, but
10 there were several exceptions to that.
11 Q. If you will, sir, referring to a copy of your affidavit
12 which is marked for identification as Respondent's Exhibit
13 No. 7, if you will, quickly scan or read that section be-
14 ginning where you began discussing the March 31st meeting
15 and see if you can tell me whether it was placed in the affi-
16 davit substantially in the same sequence in which it occurred
17 at the meeting?
18 A. Beginning here?
19 Q. Yes, sir, at the bottom of the page.
20 A. If I follow the sequence as they occurred, then, my re-
21 quest for the information on the profit sharing and pension
22 plan preceded the reduction of my economic offer.
23 Q. All right, thank you, Mr. Edwards.
24 TRIAL EXAMINER: Well, could you clarify then or indicate
25 on what basis the reduction prompted you to request the data?

1 THE WITNESS: I entered the meeting knowing that I was
2 going to reduce our economic proposal to the company. I knew
3 that already before I came to the meeting that I was going
4 to reduce the economics of our proposal and ask that the pen-
5 sion plan be incorporated into the agreement. I entered the
6 meeting knowing that I was going to ask for this information.
7 TRIAL EXAMINER: Well, assume that the company accepted
8 your offer, the reduced offer, would you then have needed any
9 further data?
10 THE WITNESS: Yes, sir.
11 TRIAL EXAMINER: Will you explain why and how?
12 THE WITNESS: Because that agreement, the trust agreement
13 would then become part of our labor agreement and we would
14 have had to have knowledge of how it works and how it functions
15 in order to know whether or not the company was following its
16 provisions.
17 TRIAL EXAMINER: Are you saying that you were requesting
18 it also or particularly for the administration of the contract
19 if it were entered into on your offer?
20 THE WITNESS: We would, of course, be buying a pig in a
21 poke, so to speak, if we didn't have this information. I had
22 asked some questions about this previously and was not satis-
23 fied with all of the answers and wanted to see this program.
24 I would have suggested--I am saying that this is a valuable
25 piece of information, the trust agreement, which our union

1 would have wanted to have in its records.

2 TRIAL EXAMINER: But you were willing to accept the exist-

3 ing plan without knowing that information?

4 THE WITNESS: That information, whatever it was, would

5 have been a piece of the agreement and we wouldn't want to

6 vary from it later.

7 TRIAL EXAMINER: Mr. Stout?

8 Q. (By Mr. Stout) Your next meeting was--after the 31st--

9 was April 13th, I believe, Mr. Edwards. I believe that was

10 the meeting that Mr. Inman submitted a written contract pro-

11 posal?

12 A. Yes.

13 Q. As I understood your testimony earlier, this proposal

14 was gone through in its entirety at the meeting and discussed?

15 A. Yes, I did go through it rather hurriedly to indicate

16 some outstanding areas that we would be in disagreement with,

17 possibly, or in agreement, if I could find any.

18 Q. I believe you voiced some objection to certain provisions

19 of the management rights clause in Mr. Inman's proposal?

20 A. Yes, sir.

21 Q. He offered to modify or revise those sections, the manage-

22 ment rights clause?

23 A. Yes, he offered to modify the subcontracting out clause

24 to the extent that the company would not contract out work

25 which discriminated against the union. Those were his words.

He never reduced that to writing and I never knew exactly what he meant by it.

Q. He did make the offer to change that language?

A. Yes, he said they could do that.

Q. All right.

And you told him at that time that the union was not going to agree to a five cent an hour wage proposal?

A. This was late--this was late in the day--

Q. Excuse me. I meant during that day.

A. Yes.

Q. Now, this April 13th meeting, Mr. Inman--or do you recall that Mr. Inman again stated that the company was going to have to take disciplinary action with the employees if they continued to refuse overtime work?

A. No, I don't recall him mentioning it at that meeting.

Q. In attempting to refresh your recollection, I show you this page of what has been marked as Respondent's Exhibit No. 7, a paragraph stating: "Inman then said..."

A. "...then said the company was going to take disciplinary action against employees for not working overtime."

Q. You now recall that Mr. Inman did repeat or bring this up again on April 13th?

A. Yes.

Q. I notice reference in your affidavit to a meeting at the Downtowner Motel. I assume that was inadvertent?

A. That's true. All through that affidavit you will see "Downtowner" when it should be Sun-n-Sand. I realized that mistake after I had given the Board the statement and reminded them that that was an error and they evidently didn't change it in printing it up.

Q. I assumed that.

Now, which meeting was it in which a Federal Mediator first appeared?

A. I think he was present at the April 26th meeting for the first time.

Q. That was the first meeting after the strike had begun?

A. Yes.

Q. You testified that before--the day before the strike started that there was a union meeting on Sunday, in other words. In fact, there were two meetings, as I understand it, one in the afternoon and one about 7:30 p.m.?

A. (No response.)

Q. Union meeting?

A. We didn't have any meeting on Sunday, no Sunday meetings.

Q. Perhaps I was in error. I was thinking the strike started on a Monday.

A. No, Saturday.

Q. So the meeting was on Friday, April 22nd, I'm sorry.

A. Right.

Q. There were two meetings; one in the afternoon and one in

1 the evening in order to catch everybody?

2 A. This is the way I recall it yes, sir.

3 Q. Do you have any idea how many people were at the after-

4 noon meeting?

5 A. I'm a little bit uncertain of which meeting had the most

6 people. I believe the evening meeting had the most people

7 and the fewer people were in the afternoon meeting.

8 Q. As I understand your testimony, it was at this meeting

9 that you reported to the membership that you had been unable

10 to get a contract and a strike vote was taken?

11 A. Yes.

12 Q. Now, at that time did you tell the membership what the

13 union's proposal, full proposal, I should say, to the company

14 was at that stage?

15 A. I always reported to the membership exactly where we

16 were, both from the union's proposal and the company's propo-

17 sal.

18 Q. Did you do that at both the union meetings on April 22nd?

19 A. Yes.

20 Q. Were minutes kept of the April 22nd meeting?

21 A. At the union hall?

22 Q. Were minutes of the meeting kept by the secretary of the

23 Local or anyone else?

24 A. I didn't keep any. The extent of it--no, there weren't.

25 Q. How was the strike vote taken? Was it a secret ballot

1 election or a show of hands or oral or what?

2 A. The reason I hesitate is because we had taken secret

3 ballots about striking before. This meeting on Friday, I

4 believe this was a standing vote.

5 Q. Was a what?

6 A. A standing vote.

7 Q. Will you explain to me what you mean by "A standing vote?"

8 A. People who are in favor of striking, please stand. Mem-

9 bers would rise.

10 Q. I see.

11 And those who remained seated are, in effect, voting

12 against it?

13 A. I asked for those who opposed. "Please sit down"--they

14 were counted--"Those opposed, please stand."

15 Q. Was everybody--excuse me, go ahead.

16 A. That's the procedure, I believe, we used. We had voted

17 previously sometime back and some other meeting by secret

18 ballot.

19 Q. Staying on this April 22nd meeting for a moment, or meet-

20 ings, I should say, the separate stand-up vote, so to speak,

21 was taken at each meeting?

22 A. Yes, as I recall.

23 Q. Was there any effort to maintain a tally, so to speak,

24 on numbers?

25 A. Yes, the votes were counted and recorded, that is, I wrote

1 them down somewhere.

2 Q. Now, the secret ballot election, when was that?

3 A. I don't remember. This was--sometime before I had an

4 occasion to take a secret ballot vote. And that is why I was

5 trying to make certain in my mind that it was not this Friday

6 meeting and I don't believe it was.

7 Q. No, I don't think you understood my question, Mr. Edwards.

8 I asked you when the secret ballot vote was taken?

9 A. I don't know. It was prior to this, prior to this a

10 couple of weeks.

11 Q. Sometimes between March 8th and April 22nd, I assume?

12 A. Yes, this had nothing to do with the strike. This was

13 a ballot vote taken in support of a vote of confidence for

14 the bargaining committee. It had nothing to do with the strike.

15 Q. Oh, the secret ballot did not authorize a strike?

16 A. No.

17 Q. I see.

18 So the only vote by which a strike was authorized was

19 the April 22nd stand-up procedure?

20 A. Yes, I believe that is correct.

21 Q. Now, at the April 26th negotiation session which you say

22 is the first meeting that the Federal Mediator was there, this

23 was Mr. Berman, I believe?

24 A. Yes, Mr. Berman.

25 Q. He asked for a review of the issues at the beginning of

1 the meeting?

2 A. Yes.

3 Q. I didn't quite understand this when you went through it

4 before. This April 26th meeting, did Mr. Berman stay during

5 the times that you and Mr. Inman were negotiating back and

6 forth, was Mr. Berman present during that time?

7 A. Yes, he did not divide the parties.

8 Q. He remained throughout the meeting?

9 A. He sat there throughout the hearing.

10 Q. Your next meeting then was on June 22nd?

11 A. Right.

12 Q. Now, you returned from, I believe you said it was Pitts-

13 burgh around the 1st of June?

14 A. The first week, the last of the first week, some time.

15 Q. All right.

16 I have forgotten, did you call the Federal Mediator or

17 did you call Mr. Inman or both?

18 A. Both. I called both.

19 Q. You were unable to locate Mr. Inman, I believe you said?

20 A. As I recall, he was out and I was not able to.

21 Q. You addressed your letter asking for the next meeting

22 to Mr. Dyas, if I recall correctly?

23 A. That's true.

24 Q. Not to Mr. Inman?

25 A. That's true.

Q. That was--let me withdraw that.

At the June 22nd meeting during the discussion of check off, I believe you have already testified to this, Mr. Inman told you that the company did not want to be a collection agency for the union and that it would be a cost to the company?

A. He said that it would be some cost as well as the company didn't want to be a collection agency, right.

Q. You recall during the June 22nd meeting Mr. Inman again offered to make changes in the management rights clause, that which he had previously proposed?

A. I don't recall that.

Q. All right, sir.

Again in an effort to give you an opportunity to refresh your recollection, let me show the same affidavit that we have been referring to starting with the sentence, "The second issue..."

A. Very good.

Q. Beg your pardon, sir.

A. He did say that.

Q. All right.

Now, the June 2nd meeting, you made another reduction in the union's complete economic package, I believe?

A. Yes.

Q. That was to twenty-five cents across-the-board including

1 the cost of Good Friday as a holiday, paid holiday, and with
2 the Christmas bonus to to be continued or at an additional
3 seven cents an hour, is that correct?
4 A. Yes.
5 Q. Now, after that proposal was made, did the Mediators
6 separate the parties?
7 A. Yes, I believe so, right after I reduced our economic
8 offer.
9 Q. And then talked to Mr. Inman and Mr. Dyas for awhile?
10 A. Right.
11 Q. Then then talked to you and I presume your committee, is
12 that correct, sir?
13 A. That's right. Mr. Inman left and Mr. Dyas and there
14 was no way to get the parties back together again so they
15 talked to just the union.
16 Q. The Mediators you mean?
17 A. That's right.
18 Q. I see.
19 Do you recall the Mediators told you and the company
20 said that there were only 35 jobs available?
21 A. Yes.
22 Q. And that the company would take them back according to
23 seniority and ability and the others would be put on a preferen-
24 tial hiring list and that the Mediators said that check off
25 was possible in the contract as well as wages of seven to nine

1 cents, wage increase of seven to nine cents plus the Christmas
2 bonus was what the Mediators told you that they thought the
3 company would settle for?
4 A. I don't remember the Mediator including the Christmas
5 bonus.
6 Q. All right.
7 Again, Mr. Edwards, I show you the page after the page
8 that I just showed you in the prior affidavit--
9 TRIAL EXAMINER: Off the record.
10 (Discussion off the record.)
11 TRIAL EXAMINER: On the record.
12 A. Let me clarify this.
13 This says, "Wages seven to nine cents including in that
14 seven to nine cents the Christmas bonus." It doesn't mean
15 that the Christmas bonus is separate from that seven to nine
16 cents.
17 Q. (By Mr. Stout) I see.
18 In actual language did the Mediator say check off was
19 possible agreement, wages seven to nine cents including Christ-
20 mas bonus is what they thought the company wanted?
21 A. Right.
22 Q. Do you recall also, Mr. Edwards, that the Mediator said
23 that the company might agree to the hours of work proposal
24 and the overtime proposal with some minor language changes?
25 A. Yes, I do recall this, but you should remember that this

1 is speculation on the part of the Mediators and that's why I
2 didn't make much of it on direct examination. This is what
3 he thought and it was not an offer by the company.
4 Q. Well, now, this statement that "They have gone over the
5 whole thing with the company," the Mediator said that, "They
6 had gone over the whole thing with the company and the company
7 said that there were only 35 jobs available and the company
8 would take them back according to seniority and ability and
9 the rest will be put on a preferential hiring list." That
10 was a purported quote from one of the company representatives?
11 A. That was reported to be a fact.
12 Q. All right.
13 And they said that the check off was possible in the
14 agreement--
15 A. From this point on the Mediators impressed on the committee
16 that this is what they thought that they could do. This is
17 not an offer by the company. After an hour's discussion with
18 the company, 45 minutes to an hour's discussion with the com-
19 pany, this was the reasoning that the Mediators had regarding
20 that discussion with the company. Again they told the committee
21 more than once, "This is what we Mediators believe and it is
22 not an offer by the company."
23 Q. And the meeting with the committee on June 22nd, adjourn-
24 ed or recessed after this conversation with the Mediators about
25 3:30 p.m.?

A. Yes.

Q. And was adjourned subject to recall by the Federal Mediators?

A. Yes.

Q. There was no effort after the mediators talked to you and your committee to call Mr. Inman or anybody else from the company?

A. Mr. Inman had to go. He stopped and told me in the lobby that he had to go. This was a matter of dismay to me because I thought we could probably proceed and get an agreement. Mr. Inman told me he had to go, that he had no choice, and he left.

As a matter of fact, the next meeting was initiated by the union. We pushed for the next meeting.

Q. Let's go back to the first point about Mr. Inman's departure. In your affidavit you stated and I am showing you right after you quoted your new economic offer: "At this point the Mediators asked the union to leave the room. After about an hour, Inman and Dyas came out and said they had to go and then they left after telling us that the Mediators wanted to see us," is that correct?

A. Yes.

Q. Now, with regard to the next meeting in the next paragraph, the beginning of the next paragraph, didn't you state in your affidavit, "The next meeting was arranged by Roger

as I have described it there in those three lines, was important to the union because of the essence of seniority to us and that we expected the seniority to reflect that intent whether or not it is expressed that way which he was not satisfied with that language. Mr. Inman objected, to my mind, to the purpose set forth in that paragraph.

Q. Well, his rejection was of the actual language of the paragraph?

A. He rejected the language and left me with no way to express intent. He had no counter-proposal; he had nothing to offer in its place.

Q. My question now, Mr. Edwards, is what Mr. Inman said to you, in effect, was that he would not accept the language of this first paragraph?

A. Yes, he objected to the language.

Q. He rejected or objected to it.

He did discuss the remainder of the proposal with you?

A. Yes, sir, he had a further disagreement than that.

Q. Yes.

I believe the difference you mentioned was the difference of the one year and six months on loss of seniority?

A. That's correct. As a matter of fact, we never agreed on seniority.

Q. As I understand it, during this June 22nd meeting, as I understood your testimony, you asked Mr. Inman for some inform-

1 the beginning and there was no direct face-to-face contact
2 between you or any company representative?
3 A. At first, that's right. I think that is the meeting that
4 Mr. Fulford represented the company.
5 Q. I beg your pardon. I believe you did state earlier at
6 some stage the parties were face-to face on the June 30th
7 meeting?
8 A. Yes.
9 Q. With the Mediators present?
10 A. Yes.
11 Q. While you were separated, Mr. Leslie, the Mediator, came
12 in after talking to Mr. Fulford and, presumably, Mr. Dyas,
13 and told you that he thought the company or that he believed--
14 I beg your pardon--toldyou that he told the company he be-
15 lieved that the union would settle the strike if the company
16 would grant check offs, change of seniority, ten cents across-
17 the-board, and take all of the strikers back, is that correct?
18 A. Yes, he told us that's what he told the company.
19 Q. You then told Mr. Leslie to go back to the company and
20 see if he could do it?
21 A. Yes, after some discussion among ourselves.
22 Q. Well, I would assume so.
23 A. Yes.
24 Q. Your instructions or comments to Mr. Leslie was simply to
25 see if the company would do it?

1 A. This was--Mr. Leslie initiated this idea of just letting
2 him see if he could get an agreement and give him free rein
3 to do it with us making a very minimum contingent conditions
4 to it.
5 Q. Were you offering when you--Mr. Leslie made the statement
6 to you and after you and the committee talked about it and
7 you then told Mr. Leslie or asked Mr. Leslie to go back to
8 the company representatives, were you offering to settle at
9 the time with check off, a change in seniority, a ten cents
10 across-the-board, and take all strikers back?
11 A. Yes, and I impressed on Mr. Leslie two or three times
12 that that was today, at this meeting that we were having on
13 June 30th. If he could get it that day, otherwise, we would
14 not stand by that offer any longer than it took the company
15 to respond to it. Yes, I would have made an effort to sell
16 this settlement to the membership.
17 Q. Prior to this June 20th meeting--I want to show you what
18 I am marking as Respondent's No. 9.
19
20 (The document above-referred to was marked as Respondent's Exhibit No. 9 for identification.)
21 Q. (By Mr. Stout) Which is a carbon, a copy of what pur-
22 ports to be a letter from Mr. Inman to you. Did you receive
23 the original of Respondent's Exhibit No. 9, either prior to
24 the June 30th meeting or about the time of it?
25 A. This is--I rather remember this. I can't be positive of

1 that.

2 Q. If you did, in fact, would the original be in your files

3 at this time or would you expect it to be?

4 A. I would expect it to be.

5 Q. All right, sir.

6 On the next meeting following the June 30th meeting was

7 July 26th, I believe, is that correct?

8 A. I think that's correct.

9 Q. Now, between the June 30th and the July 26th meetings,

10 you wrote a letter to Mr. Caldwell or the Caldwells, I believe,

11 in which you withdrew the union's offer of eight cents an

12 hour, is that correct?

13 A. That's true.

14 Q. Now, when you met on the 29th of July, Mr. Inman was

15 present for the company along with, I presume, Mr. Dyas?

16 A. The 26th, yes.

17 Q. I beg your pardon, the 26th, thank you.

18 And he reviewed that letter, the letter which you had

19 written the Caldwells during that meeting?

20 A. To the extent of the economics, yes.

21 Q. All right.

22 Mr. Leslie from the Federal Mediation Service was there

23 at that meeting, also?

24 A. Yes, he was.

25 Q. And he asked Mr. Inman how many jobs were available at

at that time?

A. I think he did.

Q. Do you recall if Mr. Inman was able to answer him?

A. I believe Mr. Inman said he thought there were still 35 jobs available.

Q. Let's see, I believe Mr. Leslie separated the parties after that, did he not?

A. Yes.

Q. And at that time you told Mr. Leslie that the union would stand pat on the offer that you had made to Mr. Caldwell by mail?

A. Yes.

Q. All right.

Mr. Edwards, a few final questions, if I may, please.

You referred to various members of the negotiating committee as I understand it, at all times all members of the negotiating committee were employed in the melt shop at the plant, is that correct, if you know?

A. I was never aware that this was true. I think there was a remark made and I never investigated it to see if they were all members of one department.

Q. In fact, one time at one of the meetings, did not Mr. Inman make a statement to the effect that the demands, particularly those relative to premium pay, were unduly weighed in favor of the melt shop?

1 A. I don't recall him saying that.
2 Q. Well, do you recall him saying anything along the lines
3 that the committee was negotiating primarily for the melt
4 shop and not for the rest of the plant, not you as such, but
5 the committee?
6 A. I don't recall Mr. Inman saying that. I recall something
7 somebody said that and I knew better and I just didn't pay
8 any attention to it. The committee was bargaining for every-
9 body the best they could and I felt represented everybody and
10 I didn't pay any attention to that.
11 Q. This somebody, was it an official of the company or a
12 representative of the company?
13 A. It could have been somebody at the table or it could have
14 been feed back coming back from an employee that some foreman
15 said it. I have to discount a remark like that and usually do.
16 Q. During these various negotiating meetings, did you make
17 notes of any kind of what you said or what Mr. Inman said?
18 A. I kept notes, minutes of the meetings. Normally my notes--
19 yes, I kept notes.
20 Q. At the October 20th meeting, the last meeting--
21 A. Yes.
22 Q. --was there anything said by you at that time about the
23 return of any strikes to their jobs? I am talking about the
24 October negotiating session.
25 A. The October 20th session?

1 Q. Yes, sir.

2 A. That's where the ten-minute meeting--

3 Q. You described it as a ten-minute meeting on your direct

4 examination, yes.

5 A. Yes, I told Mr. Inman that Mr. Leslie had told me that

6 the only way we would get an agreement was to capitulate and

7 he asked me if we were there to capitulate and I told him,

8 "No, we weren't there to capitulate."

9 I believe I reviewed, in the way of a proposal, the items

10 that were still before us as far as the union was concerned

11 on that letter to Mr. Caldwell which included putting the

12 strikers back to work.

13 Q. You are referring to a letter in August sometime, around

14 August 6th?

15 A. No, that previous letter of July 19th, or something like

16 that.

17 MR. GARDNER: His letter to Caldwell on July 19th, 26th

18 GC 26.

19 MR. STOUT: Suppose we stipulate that he is referring to

20 what has been marked as General Counsel's Exhibit 26?

21 MR. GARDNER: So stipulate.

22 TRIAL EXAMINER: The stipulation that the letter, which is

23 in evidence as General Counsel's Exhibit 26, the one dated

24 July 19th, that this is the letter to which he is referring.

25 Q. (By Mr. Stout) The October 20th meeting, was Mr. Leslie

present?

A. No, he was not there.

Q. Did you ask Mr. Inman if he had any offer to make at that time?

A. I asked Mr. Inman, yes, if he had--in view of the development that the strike was over and we had demonstrated or stated that it was our desire that the strike not put the company out of business and I believe we had demonstrated good faith in bargaining and I asked him in light of the matter if the company had had any change of heart about their economic offer or their offer generally, whether economic or non-economic and I did ask him this, yes.

Q. Did he ask you if you had a new offer, or words to that effect?

A. I think he probably did.

Q. Do you recall what you told him?

A. I don't recall.

I recall answering that, something to the effect that we were standing pat if he was standing pat. I can't be sure of my exact words, but having that effect.

Q. Now, you had a meeting with the membership that night following the October 20th meeting, is that correct?

A. That's true.

Q. One of the purposes--let me rephrase that.

One of the subjects discussed at that meeting was the

1 unfair labor practice case and the hearing which was then
2 scheduled for November 12th?
3 A. That was one of the subjects.
4 Q. I show you what has been previously marked as Respondent's
5 Exhibit No. 4, and ask you if this is a letter that you put
6 out to the members announcing, among other things, announcing
7 the October 20th meeting?
8 A. In substance this appears to be a letter that I wrote.
9 Q. Is that your signature there at the bottom?
10 A. No, that's not my signature. That signature is a mimeo-
11 graphed signature and I often authorize the secretary to
12 inscribe it. She has the authorization at times to do that.
13 Q. This letter was issued under your authority?
14 A. I don't know. Where did you get this letter? This is
15 punched--two holes in it and I don't send out letters that way.
16 I would think in substance that that is--
17 Q. Is there any question in your mind about the letterhead
18 being the letterhead that you customarily use and is there
19 any question in your mind about that being a mimeographed form
20 letter, typed?
21 A. This has a Birmingham, Alabama, letterhead and I work
22 in Tampa. This could be all right. We change stationery once
23 in awhile and I am not in that office all the time, I don't
24 know. Did this letter come out of the Tampa office?
25 Q. I frankly don't know.

A. I don't know how to cut across it. It looks substantially in content, in reading it, similar to a letter I sent to the membership.

Q. To your knowledge was this letter, which has been marked as Respondent's Exhibit No. 4, to your knowledge was it distributed to the membership by mail or other means?

A. Let me answer your question this way. I sent a letter to the membership announcing the meeting of October 20th, but I don't know the source of that letter. I did not include the company on the mailing list. And, I did not give a copy of it to the Board, so I have no way of knowing where you got that letter. I'm just saying that the body of that letter seems to me to resemble very closely a letter that I wrote announcing that meeting.

Q. Have you seen a copy of Respondent's Exhibit No. 4 before this hearing?

A. If I could check my files, I could tell you whether this is a copy of the letter that I wrote.

Q. I wish you would do so, Mr. Edwards.

A. Do you want me to do so now?

Q. Yes, sir.

Now, that you have had a chance to examine your files, Mr. Edwards--

A. I don't believe I have the files with me in which I have copies of the letters to the people. I'll say that this is

[illegible] on a message that I wrote to the board. A. [illegible]

Q. Do you recall Mr. Inman ever mentioning this letter to you? Specifically, do you recall him mentioning it at the October 20th meeting at the Sun-n-Sand?

A. October 20th? This letter? I believe he did mention this letter.

Q. All right, sir.

To the best of your knowledge and belief, this letter was issued under authority of either you or--

A. Under my authority.

MR. STOUT: I offer Respondent's Exhibit No. 4 at this time.

MR. GARDNER: May I ask a few questions on voir dire?

TRIAL EXAMINER: Yes.

VOIR DIRE EXAMINATION

Q. (By Mr. Gardner) The bottom left corner of the Respondent's Exhibit 4 is a "WTE:jhg," does that have--

A. That has some meaning to me.

Q. When you are in the field, do you ever write up rough drafts of correspondence and send them in to your office for a finished copy to be done?

A. That's true. That's what was done on that letter.

Q. Do you recall that incident? Did you send some notes into your office and ask that this be done?

A. I either sent in a note or phoned in a message.

1 TRIAL EXAMINER: I see no particular relevance. I will
2 put it in the rejected exhibit file.
3 Q. (By Mr. Stout) Now, Mr. Edwards, I will ask you, if you
4 will, please, to look at what I have marked as Respondent's
5 Exhibit No. 10.
6 (The document above-referred to was
7 marked as Respondent's Exhibit No.
10 for identification.)
8 Q. (By Mr. Stout) Before I ask you to look at Respondent's
9 Exhibit No. 10, you testified earlier today that the legend
10 on the picket sign at the plant was, I believe you said,
11 "United Steelworkers of America on Strike?"
12 A. Yes.
13 Q. Do you recall another legend that was on the picket signs?
14 A. I don't recall the gist during the strike wrote on the
15 signs.
16 Q. Let me show you Respondent's Exhibit No. 10, and ask you
17 if you can recognize the gentlemen, well, as you look at the
18 picture, who appears on your left?
19 A. Yes, it is Jimmy Payne.
20 Q. He is carrying, well, a picket sign, shall we say?
21 A. Yes.
22 Q. Did you ever see the sign?
23 A. I probably did.
24 Q. All right.
25 Do you recognize from that photograph the area and the

[illegible] to a message that I wrote to the board [illegible]

Q. Do you recall Mr. Inman ever mentioning this letter to you? Specifically, do you recall him mentioning it at the October 20th meeting at the Sun-n-Sand?

A. October 20th? This letter? I believe he did mention this letter.

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4 will, please, to look at what I have marked as Respondent's
5 Exhibit No. 10.
6 (The document above-referred to was
7 marked as Respondent's Exhibit No.
10 for identification.)
8 Q. (By Mr. Stout) Before I ask you to look at Respondent's
9 Exhibit No. 10, you testified earlier today that the legend
10 on the picket sign at the plant was, I believe you said,
11 "United Steelworkers of America on Strike?"
12 A. Yes.
13 Q. Do you recall another legend that was on the picket signs?
14 A. I don't recall the gist during the strike wrote on the
15 signs.
16 Q. Let me show you Respondent's Exhibit No. 10, and ask you
17 if you can recognize the gentlemen, well, as you look at the
18 picture, who appears on your left?
19 A. Yes, it is Jimmy Payne.
20 Q. He is carrying, well, a picket sign, shall we say?
21 A. Yes.
22 Q. Did you ever see the sign?
23 A. I probably did.
24 Q. All right.
25 Do you recognize from that photograph the area and the

1 Q. All right, sir.

2 But you don't recall whether or not they had signs saying,

3 "United Steelworkers of America on Strike" in the March work

4 stoppage?

5 A. I don't recall what the sign said.

6 Q. All right.

7 You testified a moment ago that you believed or that you

8 had seen Mr. Payne or this sign, I should say, Mr. Payne is

9 holding on the picket line. You were referring to the picket

10 line that was up from April 23rd to August 8th, are you not?

11 A. We maintained a picket line, yes, sir.

12 Q. That's the one that you were referring to when you answer-

13 ed my question a moment ago?

14 A. That was the strike that I was referring to, but it has

15 been pointed out that it was a work stoppage.

16 MR. STOUT: I offer Respondent's Exhibit 10, Your Honor.

17 MR. GARDNER: Just one question.

18 VOIR DIRE EXAMINATION

19 Q. (By Mr. Gardner) During that strike, the authorized

20 strike that began on April 23rd, did you see a sign like Mr.

21 Payne is carrying at any time?

22 A. I don't recall. I had instructed them to put on the

23 sign, "United Steelworkers of America on Strike." Now, they

24 put other matters on the signs.

25 Q. It is possible that that could have been written on the

signs, is that correct?

A. It is possible it could have been on the signs. Those were not my suggestions as to what the signs should carry. The sign said on one side, "Don't Scab."

Q. Pardon?

A. One of the signs said, "Don't Scab." I didn't tell them to put that on there. They have written several things on the signs. In fact, they burned one of the signs out there one day so I could never be sure what the sign was going to say. My instructions were that it should say, "United Steelworkers of America on Strike."

MR. GARDNER: I have no objection, for whatever it is worth.

TRIAL EXAMINER: Well, what is the purpose of this exhibit?

MR. STOUT: Well, naturally, I will go into more detail in my brief. I am trying to save time in the hearing room without going into all of that.

TRIAL EXAMINER: Well, there's no objection and I will admit it, but am I going to have to wait until I read your brief?

MR. STOUT: No, you asked me a question and I am simply explaining why I had not brought that out.

TRIAL EXAMINER: Can't you say very briefly what the purpose it?

1 MR. STOUT: The sign that the man identified as Payne
2 is carrying stated basically this way is that it is more in
3 the nature of the type of language that is contained on picket
4 signs in an economic strike and is no evidence that the picket
5 signs, that it was an unfair labor practice strike.
6 THE WITNESS: May the witness say anything?
7 TRIAL EXAMINER: No. Mr. Gardner will have an opportunity
8 to question you on redirect, Mr. Edwards.
9 All right, there being no objection, Respondent's Exhibit
10 10 is admitted.
11 (The document above-referred to,
12 heretofore marked as Respondent's
Exhibit No. 10, was received in
13 evidence.)
14 MR. STOUT: I have no other questions, Your Honor.
15 TRIAL EXAMINER: Just a moment.
16 All right, proceed.
17 Do you have any questions, Mr. Gardner.
18 MR. GARDNER: Just about 30 seconds.
19 I have no further questions.
20 TRIAL EXAMINER: The witness is excused, thank you.
21 (Witness excused.)
22 TRIAL EXAMINER: Off the record.
23 (Discussion off the record.)
24 TRIAL EXAMINER: On the record.
25 Mr. Gardner?

TRIAL EXAMINER: The motion to dismiss is granted as to paragraph 25 and 27(a). That takes care of the entire paragraph 27.

MR. STOUT: I will call at this time to the witness stand Mr. Charles Cohn.

Whereupon,

CHARLES M. COHN

was called as a witness by and on behalf of the Respondent and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (BY Mr. Stout) State your full name and address for the record, please, sir?

A. Charles M. Cohn, 111 Linden Street, Corinth, Mississippi.

Q. Mr. Cohn, were you ever employed by Mississippi Steel Corporation?

A. Yes, sir.

Q. Over what period of time were you employed by that company?

A. From May 1, '65 to May 27, '66.

Q. You were personnel manager during that entire period?

A. Yes, sir.

Q. As personnel manager, did you have anything to do with paycheck distribution?

A. Yes, I did.

1 Lee Burch on a picket line?

2 A. I never saw him on the picket line.

3 Q. Did he ever apply for employment between this Tuesday in

4 January and the time that you left the company, Mississippi

5 Steel?

6 A. No, sir, he didn't.

7 Q. Do you know William--I'm sorry--do you know William Elmer

8 Chunn (sic) C-h-u-n-n?

9 A. Yes, sir, I do.

10 Q. Was he employed with Mississippi Steel Corporation at the

11 time of the strike--in April--started?

12 A. Yes, sir.

13 Q. Do you remember what his job was when the strike started?

14 A. Crane operator.

15 Q. Do you know whether or not he came into work or whether

16 he worked, well, from the time the strike started until the

17 time you left?

18 A. He didn't work.

19 Q. He did not.

20 A. He did not.

21 Q. Did you have occasion between the time the strike started

22 and the time you left the company to have any conversations

23 with Mr. Chunn, that is, William Elmer Chunn?

24 A. Yes, sir, I did.

25 Q. Do you recall--was there more than one?

1 A. Yes, sir.
2 Q. Do you recall when the first one was?
3 A. When it was?
4 Q. Yes.
5 A. It was around the first of May '66.
6 Q. How did that conversation come about?
7 A. Well, he called me up and--
8 Q. Called you how?
9 A. On the telephone.
10 Q. All right, sir.
11 A. And said that he had gone to work with the Reservoir and
12 he liked his job there real well and did not intend to come
13 back to Mississippi Steel and he was quitting and wanted to
14 know what he should do to get his share of the profit sharing
15 plan.
16 Q. Subsequent to that telephone conversation, did you ever
17 talk to him again?
18 A. Yes, he called me up again about a week or so after that.
19 Q. What was the conversation at that time?
20 A. He asked me if his profit sharing check had come in.
21 Of course, in the first telehphone conversation I had explained
22 to him what he should do to get his profit sharing check.
23 Q. What did you tell him?
24 A. I told him to write me a letter of resignation and then
25 I would put it in for profit sharing and it would come from

1 the bank. He wanted to know how much it would be and I
2 roughly figured it close to what it would be and told him
3 that that would be close to it, that the bank figures the
4 profit sharing and writes the checks on it and it would come
5 from the bank, but for him to get a letter of resignation
6 to me and I would start the procedure on it.
7 Q. Did he ever bring the letter to you?
8 A. Yes, sir, he did.
9 Q. Do you recall when?
10 A. It was toward the last of May.
11 Q. Where were you when he brought it to you?
12 A. In the personnel office.
13 Q. At the plant?
14 A. Yes, sir.
15
16 (The document above-referred to was marked as Respondent's Exhibit No. 13 for identification.)
17 Q. (By Mr. Stout) I show you what I have marked as Respon-
18 dent's Exhibit No. 13, and ask you if you can identify this
19 exhibit for me or tell me what it is?
20 A. Yes, sir, this is the letter that William Elmer Chunn
21 brought to me. It is dated May 20, 1966. This is his letter
22 of resignation from the Mississippi Steel.
23 Q. Was this letter written in your presence?
24 A. No, sir, he had it in his pocket when he came in.
25 Q. Did he hand it to you?

1 A. Yes, sir.

2 MR. STOUT: I have no other questions.

3 TRIAL EXAMINER: You are not offering that?

4 MR. STOUT: As far as I am concerned, I don't think it

5 is really necessary, Your Honor.

6 TRIAL EXAMINER: Well, it's up to you.

7 MR. STOUT: If you wish, I certainly will.

8 TRIAL EXAMINER: Well, if you want to leave it this way,

9 you are just characterizing it as a letter of resignation.

10 MR. STOUT: Yes, sir, I was just rounding out his testi-

11 mony.

12 TRIAL EXAMINER: And you leave it to the record to accept

13 your conclusions in absence--

14 MR. STOUT: Let me offer it, Your Honor. Let me offer

15 Respondent's 13 into evidence at this time.

16 MR. GARDNER: I have no objection.

17 TRIAL EXAMINER: It is admitted.

18

19 (The document above-referred to, heretofore marked as Respondent's Exhibit No. 13 was received in

20 evidence.)

21 TRIAL EXAMINER: That is the best evidence after all and

22 you were just characterizing it as a letter of resignation.

23 CROSS EXAMINATION

24 Q. (By Mr. Gardner) You left the company's employe on May

25 27, 1966?